REQUEST FOR PROPOSAL (RFP)

For

Selection of a Consultancy Firm for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation Through Upgraded ITIs" (PM-SETU) in Bihar

RFP No: BSDM/PMC (RFP)-170/2026-01
Date of Issue: 11/07/2026

Bihar Skill Development Mission (BSDM)
Youth, Employment and Skill Development Department, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Email: biharskilldevelopmentmission@gmail.com **Website:** www.biharskilldevelopmentmission.in

Table of Contents

Bihar Skill Development Mission (BSDM)
Youth, Employment and Skill Development Department, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Email: biharskilldevelopmentmission@gmail.com **Website:** www.biharskilldevelopmentmission.in

Notice Inviting Request for Proposal

RFP No: BSDM/PMC (RFP)-170/2026-01 Date: 11.07.2026

The Secretary, Youth, Employment and Skill Development Department, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals under the Two Bid System from reputed and experienced Consultancy Firms for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation Through Upgraded ITIs" (PM-SETU) in Bihar**.**

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

Document Fee and Tender Processing Fee: All Applicants must pay a non-refundable Document Fee of Rs. 10,000/- (Rupees Ten Thousand only) and Tender Processing Fee of Rs. 1180.00 (One Thousand One Hundred Eighty only) through e-payment mode on E-Proc Portal (**https://eproc2.bihar.gov.in**).

Earnest Money Deposit (EMD): An EMD of **Rs. 20,00,000/- (Rupees Twenty Lakh) to be paid through e-payment mode only** on E-Proc Portal prior to the last date/time for submission of the Bid, failing which the bid shall be rejected. The EMD shall be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance security or to execute the agreement, this EMD will be forfeited.

The Proposal has to be submitted through online mode on **https://eproc2.bihar.gov.in**. Interested bidders may download the complete Request for Proposal (RFP) document from website: **https://eproc2.bihar.gov.in or http://www.biharskilldevelopmentmission.in.** The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in the RFP document. The RFP will be available to download from the above websites from **Date 14.07.2026**. The **pre-bid meeting** will be held on **03:00 PM of Date-22.07.2026 (physically and virtually).** The last date for uploading of proposal/bid will be **Date-10.08.2026 up to 15.00 Hrs.** Technical Bid will be opened on or after **Date-12.08.2026 post 16:00 Hrs. The Evaluation of proposals will be made as per criteria laid down in RFP.** Please refer RFP document for complete details.

This RFP is issued in accordance with Bihar Financial Rules, State Purchase Preference Policy, IT Act 2000-for e-procurement validity and other guidelines, as applicable and as amended time to time.

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

Mission Director
Bihar Skill Development Mission
Youth, Employment and Skill Development Department, Govt. of Bihar

Bihar Skill Development Mission (BSDM)
Youth, Employment and Skill Development Department, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Email: biharskilldevelopmentmission@gmail.com **Website:** www.biharskilldevelopmentmission.in

Section 1: Letter of Invitation

RFP No: BSDM/PMC (RFP)-170/2026-01 Date: 11.07.2026

To

Prospective Consultancy Firm(s)

Subject: RFP for Selection of a Consultancy Firm for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation Through Upgraded ITIs" (PM-SETU) in Bihar.

Sir/Madam,

The Secretary, Youth, Employment and Skill Development Department, Govt. of Bihar- cum- CEO, BSDM, intends to engage a Consultancy Firm to support the State Project Monitoring Unit (SPMU) for implementation and management of the ***"Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs" (PM-SETU) in Bihar***, details of which have been provided in the RFP document.

Proposals are invited from Consultancy Firms which have the requisite experience in this field as detailed in the RFP. The salient features of the eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the **https://eproc2.bihar.gov.in and on the BSDM website.**

Important information & tentative dates are as under:

Project Name	Selection of a Consultancy Firm for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation Through Upgraded ITIs" (PM-SETU) in Bihar.
Document Fee	Rs. 10,000/- (Rupees Ten Thousand only) to be paid through E-proc
Earnest Money Deposit (EMD)	Rs. 20,00,000/- (Rupees Twenty Lakh only) to be paid through E-proc
Method of Selection	Quality and Cost Based Selection
Release date of RFP	Date 14.07.2026
Last date & time for receiving queries/clarifications	Up to 03.00 PM on 21.07.2026 on tenders.bsdm@gmail.com
Pre-Bid meeting date, time and place	At 03.00 PM on 22.07.2026 at BSDM Office A-wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Publishing of response to pre-bid queries	On e-Proc Bihar website/BSDM website
Mode of submission	Online
Bid Validity Period	180 days from the last date of proposal submission.
Last date of submission of bid	10.08.2026 upto 03:00 PM
Opening of Technical Bid	On or after 12.08.2026 post 04:00 PM
Technical presentation by the Eligible Consultancy Firm	To be intimated separately (through email only)
Opening of Financial Bid	To be intimated later only to short-listed Consultancy Firm (through email only)
Contact Person for any clarifications	Name & Designation: Mr. Manish Shanker, Mission Director Email: md.bsdmbihar@gmail.com & contact no: 99053 60704
Tentative date of commencement of services	Within one month after the finalization of Consultancy Firm.

1) The interested Consultancy Firms shall submit their Technical and Financial Proposals online through **https://eproc2.bihar.gov.in** on or before specified date and time. Submissions must be digitally signed by the Consultancy Firm's authorized signatory and include complete and legible scanned copies of the original documents duly initialled by the consultant Authorized Representative.
2) Joint ventures or consortiums are not permitted to submit a proposal for this assignment.
3) The RFP includes the following documents:

   Section 1: Request for Proposals Letter (Letter of Invitation)
   Section 2: Instructions to Consultancy Firm and Data Sheet
   Section 3: Data Sheet
   Section 4: Eligibility Qualification and Evaluation Criteria
   Section 5: Terms of Reference
   Section 6: Proposal Submission Forms
   Section 7: General Conditions of Contract
   Section 8: Special Condition of Contract
   Section 9: Annexures

4) Kindly note that the selection of agencies under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, expresses or implied that this process will result in a business transaction between anyone.
5) This RFP is issued in accordance with Bihar Financial Rules, State Purchase Preference Policy, IT Act 2000-for e-procurement validity and other guidelines, as applicable and as amended time to time.
6) BSDM reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidders shall have any cause of action or claim against the BSDM for the same.

Mission Director
Bihar Skill Development Mission
Youth, Employment and Skill Development Department, Govt. of Bihar

e-Tendering Process related Instructions

1. Submission of Proposals through electronic mode only.
2. The applicant must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The applicant may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal **https://www.eproc2.bihar.gov.in** submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The applicants shall submit their eligibility and qualification details, technical bid, etc., in the online standard formats given in e-Procurement web site at the respective stage only. The applicants shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate/documents on the e-Procurement web site. The applicant shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The applicant shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. Proposals along with necessary online payments (Tender Processing Fee, Document Fee, EMD) must be paid online through e-Procurement portal **(https://www.eproc2.bihar.gov.in)** before the date and time specified in the RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Proposal / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
5. The tender opening will be done online only.
6. Any **Corrigendum/Addendum** or date extension notice will be given/published on the e-Procurement Portal https://eproc2.bihar.gov.in only.
7. For support related to e-tendering process, applicants may contact at following address "e-Procurement HELP DESK, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.
8. Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website **(https://www.eproc2.bihar.gov.in).**
9. The applicants shall submit their eligibility and qualification details, certificates, if any, as mentioned in respective sections etc., in the online standard formats given in e-Procurement web site **(https://www.eproc2.bihar.gov.in)** at the respective stage only. All the required documents should be attached to the proper place as mentioned in the e-forms otherwise the proposal of the applicant may be rejected.
10. The applicant is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at applicant's own risk and may be liable for rejection. Applicants are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
11. The applicants should ensure that all the required documents as mentioned in the RFP document are submitted/ uploaded in the prescribed format only. The applicant shall upload the scanned copies of

all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (**https://www.eproc2.bihar.gov.in**). **This will be applicant's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**

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

12. The applicant shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity.
13. **Conditional Bids/proposals shall be outrightly rejected.**
14. Validity of Bids: 180 days from the last date of proposal submission.
15. **Pre-Bid Meeting:** BSDM shall receive and respond to pre-bid queries of prospective bidders as per the scheduled date and time mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries (i.e. only once) within stipulated timeline to the e-mail address, as specifically mentioned in the table given under Letter of Invitation. Further queries sent by the bidders or queries sent at the last moment may not be entertained.

    BSDM will host a pre-bid meeting on the scheduled date and time as mentioned in the Letter of Invitation of 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 purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of BSDM, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

    Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only and mailed at tenders.bsdm@gmail.com within the stipulated date and time, 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)**

16. The response to the queries or any amendments/ clarifications/ corrigendum/ addendum shall be conveyed only by way of publishing it on the website https://eproc2.bihar.gov.in and no participant would be intimated individually about the responses of BSDM. **All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the above-mentioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.**

Disclaimer

The information contained in this Request for Proposal (“RFP”), or subsequently provided to the bidders, whether verbally or in documentary or any other form, by or on behalf of Bihar Skill Development Mission (hereinafter referred to as the “Client”), is provided to such bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided and the client would not be subject to be put to any litigation on account of it or otherwise.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective bidder or any other person. The purpose of this RFP is to provide bidder 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 client in relation to the scope of work/services envisaged under this RFP. 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/organizations, and it is not possible for the client to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP, except for the purpose of this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct for all intents and purposes other than for limited purpose of giving a background of this scheme and the bidder should, therefore, conduct its/their own investigations and analysis and 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.

Information provided in this RFP to the bidder 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 client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The client, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The client reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the authority may deem fit without assigning any reason thereof.

The client reserves the right to accept or reject any or all proposals without giving any reasons thereof. The client will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document. The client also accepts no liability whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any bidder upon the statements contained in this RFP. The client 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. The issue of this RFP does not further imply that the client is bound to select/empanel a bidder or bidder(s), as the case may be , for scope of work/services under this RFP and the client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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 client, 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 client 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 for submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 2: Instructions to Consultancy Firm (ITC)

A. General

1. Introduction

a) This Section provides the relevant information as well as instructions to assist prospective bidder(s) in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the client for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.
b) The client named in the Data Sheet will select an eligible bidder, in accordance with the method of selection specified in the Section 1.
c) Before preparing the Proposal and submitting the same to the client, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals document (hereinafter referred to as RFP). Failure to provide required information or to comply with the instructions incorporated in this RFP may result in rejection of Proposals submitted by bidder.

2. Code of Integrity

a) The client and all officers or employees of the client, whether involved in the procurement process or otherwise, or bidder and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR and BFR
b) In case of breach of the code of integrity by a bidder, the client, after giving a reasonable opportunity of being heard, may take appropriate measures including:
   (i) exclusion of the bidder from the procurement process.
   (ii) calling off of pre-contract negotiations and forfeiture or encashment of Proposal security.
   (iii) forfeiture or encashment of any other security or bond relating to procurement.
   (iv) recovery of payments made by the client along with interest thereon at bank rate.
   (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the client.
   (vi) debarment of the bidder from participation in any future procurements of any client for a period of up to three years.

3. Eligibility and Qualification Criteria for Bidder

a) This RFP is open to all bidders who meet all eligibility and qualification criteria specified in Section 4 of this RFP document. Bidders must also ensure that they do not have any conflict of interest, as defined under the ITC 4.
b) Client employees, Committee members, Board members, and their immediate relatives (spouses or children) are not eligible to participate.
c) Additionally, bidders who have been involved in corrupt or fraudulent practices or have been under debarment from public procurement by Central government department, Any State/UT, PSU, Local Authority are also ineligible.

4. Conflict of Interest

a) The bidder(s) must provide professional, objective, and impartial advice. Their primary duty is to prioritize the client's interests, avoiding any conflicts that may arise from other assignments, their own corporate interests, or the desire for future work.
b) The bidder(s) is obligated to immediately disclose any actual or potential conflicts of interest that could impact their ability to act in the client's best interest. Failure to do so may result in their disqualification, contract termination.
c) Prohibited Circumstances: The bidder(s) will be disqualified under the following specific circumstances:
   (i) <u>Conflict between consulting activities and procurement:</u> A firm hired to provide goods, works, or non-consulting services for a project or its affiliates is barred from also providing consulting services related to those same goods or works. Similarly, a firm providing consulting services for a project's preparation cannot later provide the goods, works, or non-consulting services for that project.

(ii) Conflict among consulting assignments: The bidder(s), including its experts and sub-consultants, or any of their affiliates, cannot be hired for an assignment that conflicts with another assignment they are undertaking for the same or a different client.

(iii) Relationship with client's staff: The Consultancy Firm(s) with a close business or family relationship with a client's professional staff who are directly or indirectly involved in the assignment's terms of reference, selection, or supervision is ineligible for the contract. This disqualification can only be waived if the conflict is resolved to the satisfaction of the client throughout the selection and execution of the contract.

5. Fraud and Corrupt Practices

a) The bidder(s) and their respective officers, employees, agents, representatives and advisers shall observe the highest standards of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal, without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly, or through its officers, employees, agents, representatives or advisers, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively, the "Prohibited Practices") during the Selection Process. In such an event, the Client shall, without prejudice to any other rights or remedies, forfeit and appropriate the Earnest Money Deposit as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort incurred in relation to this RFP, including consideration and evaluation of such bidder's Proposal.

b) Without prejudice to the Client's rights under this Clause and its rights and remedies under the Award of Contract or the Agreement, if a bidder is found by the Client to have, directly or indirectly, or through its agents or representatives, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Award of Contract or execution of the Agreement, such bidder shall be debarred from participating in any tender/RFP issued by the Client for a period of five (5) years from the date on which such finding is recorded by the Client.

c) For the purposes of this Clause, the following terms shall have the meanings assigned below:

Corrupt practice means:

(i) offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any person connected with the Selection Process; or

(ii) engaging, whether during the Selection Process or after award/execution of the Agreement, any person who has been a legal, financial, or technical consultant/adviser of the Client in relation to the Project, in violation of the restrictions stated herein.

d) For avoidance of doubt, offering employment to, or engaging in any manner, directly or indirectly, any official of the Client associated with the Selection Process or the Agreement, at any time prior to expiry of one year from the date such official ceases to be in service with the Client, shall be deemed to constitute a corrupt practice.

(iii) Fraudulent practice means misrepresentation, omission, or disclosure of incomplete facts in order to influence the Selection Process.

(iv) Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property in order to influence participation or action in the Selection Process.

(v) Undesirable practice means:

(a) establishing contact with any person connected with or engaged by the Client for the purpose of canvassing, lobbying, or influencing the Selection Process;

(b) or having a Conflict of Interest.

(vi) Restrictive practice means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating full and fair competition in the Selection Process.

B. Preparation of Proposals

6. General Considerations

The bidder(s) must prepare their proposal in strict accordance with the requirements outlined in the RFP, subsequent amendment/corrigendum. Failure to include all requested information will be considered a material deficiency and may result in the rejection of the proposal.

7. Bid Security

a) Bidder(s) who are not exempted from submission of bid security/EMD, shall furnish bid security as specified in the ***Data Sheet***. Any proposal not accompanied by Bid Security other than exempted bidder(s) shall be rejected as non-responsive.
b) Bidder(s) mentioned in the ***Data Sheet*** are exempted from payment of EMD.
c) Unless otherwise specified in ***Data Sheet***, the earnest money shall be valid for a period of one year. Document for establishing submission or waiver of EMD must be uploaded.
d) The Bid Security shall be forfeited / Bid security declaration shall be executed under the following circumstances:

   1) If the bidder is found to have violated the Code of Integrity.
   2) If the bidder withdraws, amends, or modifies its proposal during validity period or any extension agreed by the bidder thereof.
   3) If the successful bidder fails to sign the Contract Agreement within the stipulated time after being notified of the award.
   4) If the successful bidder fails to furnish the required Performance Security within the specified time frame.
   5) If the bidder is found to have submitted false, incorrect, or misleading information or documents in support of its proposal.
   6) If the bidder engages in corrupt, fraudulent, coercive, or collusive practices in competing for the contract.

e) The Bid Security of unsuccessful bidder will be returned without interest after expiry of the final proposal validity and latest on or before the 30th day after the signing of the Contract with the successful bidder and the furnishing of the required Performance Security.
f) The Bid Security of the successful bidder shall be returned /bid-Securing Declaration stand expired upon signing of the Contract and submission of the required Performance Security.

8. Cost of Preparation of Proposal

The bidder(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the client may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the bidder(s), and the client shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a bidder(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

9. Language of Proposals

Proposal submitted by the bidder and all subsequent correspondences and documents relating to the Proposal exchanged between the bidder and the client, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its Proposal may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the Proposal, the English translation shall prevail.

10. Documents Comprising the Proposal

The bidder shall upload all documents specified in the ***Data Sheet***, strictly using the formats provided in ***Section 6*** of this RFP.

11. Only One Proposal

A bidder, including any member of a consortium/joint venture, shall submit only one proposal, either independently or as part of a consortium/joint venture. If a bidder or consortium/joint venture member participates in more than one proposal, all such proposals shall be disqualified. However, a sub-consultant or a consultant's personnel may be included as Key Experts or Non-Key Experts in multiple proposals only if the circumstances justify it and the ***Data Sheet*** permits it.

12. Pre-Proposal Conference (Pre-bid meeting)

a) To address any queries or clarify issues related to the RFP, a Pre-Proposal Meeting may be convened at the date, time & location specified in the ***Section 1***.
b) Participation is not mandatory: However, if a bidder chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
c) During the meeting, queries raised by representatives of prospective bidder shall be responded to appropriately. However, participants shall also be requested to submit their queries in writing in the format provided in the RFP document before the stipulated date & time specified in the ***Section 1***.
d) The client shall issue written responses to all such queries without disclosing the identity of the originator. If required, the client shall issue an amendment to the RFP in accordance with the provisions of the ***ITC14***. Such amendments shall be binding on all prospective bidders.

13. Proposal Validity

a) Proposals shall remain valid for the period specified in the Data Sheet, or any extended date as may be amended by the client in accordance with ***ITC 14.***
b) A Proposal valid for a shorter period shall be rejected as nonresponsive.
c) In case the day up to which the Proposals are to remain valid falls on/subsequently declared a holiday or closed day for the client, the Proposal validity shall automatically be deemed to be extended up to the next working day.
d) In exceptional circumstances, before the expiry of the original time limit, the client may request the bidder to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically.
    1. The bidder has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
    2. If the bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
    3. If any Key Experts become unavailable for the extended validity period, the bidder shall seek permission to substitute another Key Expert. The bidder shall provide adequate written justification and evidence to the client with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
    4. If the bidder fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

14. Clarification and Amendment of RFP

a) The bidder may seek clarification on any part of the RFP during the period specified in the ***Data Sheet***. All such requests shall be made in writing or by electronic means to the client’s address as provided in the Data Sheet. The client shall respond in writing or by electronic means and circulate the response, including an explanation of the query (without disclosing the source), on online procurement portal only.
b) It the client finds it necessary to amend the RFP based on the clarifications, it shall issue a formal amendment in writing or electronically before the Proposal submission deadline. Such amendments shall be uploaded on online procurement portal only and shall be binding on them.
c) In case of substantial amendments, the client may extend the Proposal submission deadline to provide adequate time for bidder to incorporate the changes.

d) The bidder may submit a revised Proposal or modifications to any part thereof at any time prior to the Proposal submission deadline. No modifications shall be accepted after the deadline.

15. Miscellaneous

a) The Selection Process shall be governed by, and construed in accordance with, the laws of India. The Patna High Court shall have exclusive jurisdiction over all disputes arising under, pursuant to, or in connection with the Selection Process.

b) The Client, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:
   - Suspend and/or cancel the Selection Process, and/or amend, supplement, or modify the dates or other terms and conditions relating thereto;
   - Consult with any bidder in order to seek clarification or additional information on its submitted proposal;
   - Retain any information and/or evidence submitted to the Client by, on behalf of, or in relation to any bidder; and/or
   - Independently verify, disqualify, reject, and/or accept any or all submissions or other information and/or evidence submitted by or on behalf of any bidder

c) It shall be deemed that, by submitting the Proposal, the bidder agrees to release the Client, its employees, agents and advisers, irrevocably and unconditionally, from any and all liability for claims, losses, damages, costs, expenses or liabilities arising out of or in connection with the exercise of any rights or the performance of any obligations hereunder, and waives any rights or claims it may have in this regard, whether actual or contingent, present or future.

d) All documents and other information provided by the Client, or submitted by a bidder to the Client, shall remain or become the property of the Client. The bidder shall treat all such information as strictly confidential. The Client shall not return any Proposal or related documentation. All information collected, generated, processed, or provided by the bidder to the Client in relation to the Assignment shall also be deemed to be the property of the Client.

e) The Client reserves the right to make inquiries with any of the clients listed by the bidder as part of their previous experience.

16. Technical Proposal Format and Content

a) The Technical Proposal shall be prepared by the bidder and should upload all documents using the Standard Forms provided in ***Section 6***. The Technical Proposal shall strictly exclude any financial bid/proposal information. Any Technical Proposal containing financial bid/proposal data shall be considered non-responsive and rejected.

b) The bidder shall submit only one Curriculum Vitae (CV) per Key Expert position and shall not propose alternative Key Experts. Non-compliance with this requirement will result in the Proposal being declared non-responsive

17. Financial Proposal

a) While preparing the Financial Proposal, the bidder shall take into account all requirements and conditions stipulated in this RFP. The Financial Proposal shall be prepared using the prescribed forms provided in Section 6. It shall be inclusive of all costs including personnel remuneration, overheads, and all applicable taxes and charges (except GST) associated with the Assignment.

b) Reimbursable expenses towards official tours/travel (including travel, boarding, and lodging) shall NOT be included in the Financial Proposal. Such expenses shall be paid separately by the Client as per the prevailing norms of the RFP Inviting Authority's Department, subject to prior approval of the tour by the Client.

c) The bidder shall prepare the Financial Proposal on the basis of the information and details provided in the Proposal Documents. The specifications and requirements are intended only to indicate the nature and magnitude of the work and shall not be construed as exhaustive or as a guarantee by the Client.

d) Bidders are advised not to indicate any separate discount. Any discount, if offered, shall be factored into the quoted rates. Discounts quoted separately shall not be taken into account for evaluation purposes.

e) The Financial Proposal shall be submitted strictly in Indian Rupees (INR) and in the Standard Financial Proposal Submission Form prescribed in this RFP. Any Financial Proposal that is conditional or not submitted in the prescribed format shall be summarily rejected

C. Submission, Opening and Evaluation of Proposals

18. Submission of Proposal

a) **Proposal Upload:** Technical and Financial Proposals must be uploaded separately on the e-Procurement Portal specified in the ***Data Sheet***. Proposals must be uploaded on or before the deadline indicated in ***section 1***. If the office happens to be closed on the proposal submission deadline, the deadline shall not be extended. Manual submission of proposals shall not be accepted. Proposals submitted through any modality other than those stipulated in the Data Sheet shall be considered non-responsive and liable for rejection.

b) **Deadline Compliance:** Bidders are advised to ensure submission of their Proposal within the stipulated deadline, taking the server clock as reference. The client shall not entertain any request on the grounds that the server clock was incorrect or that a particular bidder could not submit their Proposal because of this. Technical failures, internet connectivity issues, or heavy portal traffic shall not be considered as valid reasons for any complaint. Bidders are suggested and are expected to prepare and submit their proposals well before the stipulated deadline and the client shall not be responsible for any failure, malfunction, or breakdown of the e-procurement portal.

c) **Extension of Deadlines:** The date for submission and opening of Proposals may be extended under the following circumstances:

(i) If the client has an apprehension that sufficient number of Proposals have not been received within the stipulated time, and the client believes that an extension may result in additional submissions; or

(ii) If substantial modifications to the RFP document are required due to discussions during the pre-Proposal meeting or otherwise, and the time available for preparation of Proposals is deemed insufficient.

d) **Modification and Resubmission:** Once submitted, the Proposal can be reviewed or modified as allowed by e-Procurement system/web portal but only before the stipulated deadline.

e) **Withdrawal of Proposal:** Proposals cannot be withdrawn after the submission deadline and before the Proposal validity period expires. If a bidder withdraws its Proposal during this period, the client reserves the right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if allowed) in addition to any other punitive actions as specified in the RFP.

f) **Financial Bid Information in Technical Proposal:** Bidder must not include any financial bid information, or details directly related to the financial quote in the Technical Proposal. Submission of such information in the Technical Proposal shall result in rejection of the Proposal

19. Opening of the Technical Proposal

a) **Public Opening:** The client shall publicly open online the Technical Parts of all proposals received by the submission deadline, at the date, time, and place specified in the Section 1, in the presence of designated representatives of the consultancy firm and any other interested parties who wish to attend. The status of the opening may also be viewed online by consultancy firm through the e-procurement portal.

b) **Financial Parts:** The Financial Parts of the proposals shall remain encrypted and unopened in the e-procurement system until the public opening scheduled after completion of the evaluation of the Technical Parts.

20. Determination of Responsiveness

a) The Proposal Evaluation Committee, constituted by the client, shall determine the responsiveness of each Proposal with reference to the requirements outlined in the RFP, based solely on the contents of the Proposal as submitted.

b) A Proposal shall be considered substantially responsive if it meets all the requirements of the RFP, without material deviation, reservation, or omission. For this purpose:

   (i) A "deviation" means a departure from the specified requirements of the RFP.
   (ii) A "reservation" means setting conditions or limitations, or failure to accept the terms of the RFP in full.
   (iii) An "omission" means failure to provide part or all the information or documentation required under the RFP.

c) A material deviation, reservation, or omission is one that:

   (i) Substantially affects the scope, quality, or performance of the Services to be provided under the Contract;
   (ii) Limits in a substantial way the rights of the client or the obligations of the bidder under the Contract; or
   (iii) If rectified, would unfairly affect the competitive position of other bidder who submitted substantially responsive Proposals

d) The Proposal Evaluation Committee shall carefully examine the technical aspects of each Proposal to confirm compliance with the RFP requirements, and to ensure that there are no material deviations, reservations, or omissions. Failure to submit mandatory documents or forms required under the RFP, may be treated as material deviations and the proposal may be determined to be non-responsive. The decision of the client in this respect shall be final and binding on the part of bidders.
e) A Proposal shall be deemed responsive if it conforms to all terms, conditions, and requirements set out in the RFP, or if it contains only minor deviations or errors that do not materially affect the substance of the Proposal and can be corrected without altering the intent or content of the Proposal. The decision of the client in this respect shall be final and binding on the part of bidders.
f) Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation. The decision of the client in this respect shall be final and binding on the part of bidders.

21. Non-conformities, Errors, and Omissions

a) Provided that a Proposal is substantially responsive, the client may waive any non-conformity, deviation, or omission that does not constitute a material deviation.
b) Where a Proposal is substantially responsive, the client may request the bidder to submit additional information or documentation within a reasonable time frame to correct non-material omissions or documentary non-conformities. Such clarifications shall not relate to any aspect of the Proposal Price. Failure to respond within the stipulated time may result in rejection of the Proposal.
c) If a Proposal is substantially responsive, the Proposal Evaluation Committee may rectify quantifiable non-material non-conformities related to the Proposal Price. For comparison purposes only, the Proposal Price shall be adjusted to reflect the price of missing or non-conforming items or components, as applicable.

22. Immaterial non-conformities

a) The Proposal Evaluation Committee may waive minor deviations, non-conformities, or omissions in the Proposal that do not constitute a material deviation, reservation, or omission, and may deem such Proposal to be responsive.
b) The Proposal Evaluation Committee may, at its discretion, request the bidder to provide clarifications or submit documents of a historical and factual nature within a reasonable period. Failure to comply with such a request within the stipulated time shall result in rejection of the Proposal.
c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation submitted by the bidder, provided such rectification does not affect the substance of the Proposal.

23. Clarification of Proposals

a) During the evaluation of Technical or Financial Proposals, the Client may, at its discretion and without any obligation, request the bidder to clarify its Proposal by a specified date. The bidder Firm shall submit the clarification within the specified timeline (or, if not specified, within seven (7) days from receipt of such request).

b) Requests for clarification shall be issued in writing or electronically. No change in the price, or in the substance of the Proposal, shall be sought, offered, or permitted if it results in any undue advantage to the bidder. Any unsolicited clarification submitted by a bidder shall not be considered.
c) The Client may, at its discretion, seek shortfall information/documents only in respect of historical documents (i.e., documents that pre-existed at the time of Proposal submission, have not changed thereafter, and do not provide any undue advantage to the bidder).
d) If the bidder fails to provide satisfactory clarification and/or missing information within the permitted time, the Proposal shall be evaluated based on the information available, and no further opportunity shall be provided.

24. Evaluation of Technical Proposals

a) Evaluation shall be based on the scrutiny and examination of all relevant data and details submitted by the bidder in its Proposal, along with any other information deemed appropriate by the Client. Proposals shall be evaluated only on the criteria and conditions specified in ***Section 4 - Evaluation Criteria.***
b) The determination shall not consider the qualifications or experience of entities other than the bidder submitting the Proposal, such as subsidiaries, parent companies, affiliates, or any other associated firms.
c) The bidder's Technical Proposal shall be evaluated in two parts:
   (i) Part A comprises the mandatory eligibility and qualification criteria that must be met by all the bidders. Technical Proposals that do not fulfil all the requirements under Part A shall be treated as non-responsive and shall not be considered for further evaluation under Part B
   (ii) Technical Proposals of bidder who qualify under Part A shall then be evaluated under Part B, using the scoring criteria, sub-criteria, and point system specified in Section 4.
d) Shortlisted bidder (i.e., those qualifying under Part A) may be required to make a presentation on their submitted Technical Proposal. The presentation shall strictly relate to the contents of the submitted Technical Proposal and shall only assist the Client's Evaluation Committee in better understanding the Proposal.
e) The Client's Evaluation Committee shall evaluate each responsive Technical Proposal based on its conformity with the TOR and compliance with the requirements of this RFP.
f) Each Proposal shall be assigned a Technical Score.
g) Any Proposal that fails to achieve the minimum qualifying Technical Score (ST) stated in the ***Data Sheet*** shall be rejected and excluded from further evaluation.
h) Only those bidders who obtain the minimum qualifying Technical Score shall be eligible for opening of their Financial Proposals.

25. Confidentiality

a) From the time of opening the Proposals until publication of the Contract Award, bidder shall not contact the Client on any matter related to their Technical or Financial Proposal. All information relating to the evaluation of Proposals and the recommendation for award shall remain confidential and shall not be disclosed to bidder or to any person not officially involved in the process, until the Client issues the Notification of Intention to Award the Contract. However, the Client may, where applicable, inform bidder of the outcome of the Technical Proposal evaluation.
b) Any attempt by a bidder, or by any person acting on its behalf, to unduly influence the Client during the evaluation process or in the decision-making for award of the Contract shall result in rejection of the bidder's Proposal. Such conduct may also attract action under the prevailing laws, including debarment.
c) Notwithstanding the above, if a bidder wishes to communicate with the Client on any matter related to the selection process during the period between Proposal opening and publication of the Contract Award, such communication shall be made only in writing.

26. Opening of Financial Proposals

a) Upon completion of the technical evaluation, the Client shall notify, through the online procurement portal or Email, all bidders whose Proposals have been declared non-responsive, i.e., those that did not attain the minimum qualifying technical score.

b) Simultaneously, the Client shall notify all bidders who have achieved the minimum qualifying technical score, disclosing their overall technical score along with a breakup against each criterion and sub-criterion. The notification shall also specify the date, time, and venue (physical or online, as applicable) for the public opening of the Financial Proposals and shall include an invitation to attend.
c) The public opening of the Financial Proposals shall be scheduled no earlier than the number of Business Days specified in the Data Sheet, if any, from the date of publication of the technical evaluation results on the online procurement portal.
d) Attendance at the public opening of Financial Proposals, whether in person or through online mode, shall be optional and entirely at the discretion of the Consultancy Firm.
e) The Financial Proposals shall thereafter be opened publicly by the Client, in the presence of the representatives of the bidder and any other interested parties who choose to attend.
f) A record of the public opening shall be prepared by the client and may be uploaded on the online procurement portal/client website.

27. Selection Method: Quality-and-Cost-Based Selection (QCBS)

a) Under the Quality-and-Cost-Based Selection (QCBS) method, the final ranking of consultants shall be determined by combining their Technical and Financial Scores, using the respective weightages indicated in the Data Sheet.
b) The methodology and detailed formula for computing the combined score are provided in Section 4 – Evaluation Criteria.
c) The bidder obtaining the highest combined score (Technical + Financial) shall be considered to have submitted the most advantageous Proposal and shall be invited for Contract negotiations.

D. Negotiations and Award

28. Negotiations

A) **Technical Negotiations:**

(i) Technical negotiations shall be held on a date and at a time and address to be communicated by the Client in writing to the top-ranked bidder. Such communication will be sent via email or post to the authorized representative of the bidder. The bidder shall be represented by an authorized person(s) holding a valid Power of Attorney authorizing them to negotiate and sign the Contract on behalf of the bidder. Technical negotiations shall include discussions on the TOR, the bidder's proposed methodology and work plan, client inputs, relevant Special Conditions of Contract, and finalization of the 'Description of Services' section of the Contract.

(ii) These discussions shall not result in any substantial modification to the original scope of services defined in the TOR or to the key terms of the Contract, as such changes may affect the quality of outputs, the price, or the basis of the original evaluation.

(iii) Availability of Key Experts

a) The invited bidder shall confirm the availability of all Key Experts proposed in its Technical Proposal as a condition precedent to entering negotiations. If the proposal validity period has expired, the bidder shall be permitted to propose a replacement for any Key Expert who is no longer available. Such replacement shall be subject to the following conditions:

- The bidder must provide written justification for the non-availability of the original expert.
- The proposed replacement must possess qualifications and experience equal to or higher than the original expert, such that the technical score of the proposal is not diminished.
- The replacement shall be evaluated by the Client in accordance with ITC Clause 13. Failure to provide an acceptable replacement may lead to the rejection of the Proposal.
- Substitution of Key Experts during negotiations shall be permitted only in circumstances beyond the reasonable control of the bidder and not foreseeable at the time of Proposal submission, such as death or medical incapacity or resignation etc.

In such cases, the bidder shall propose a substitute within the period specified in the invitation to negotiations. The replacement Key Expert must possess qualifications and experience equal to or better than those of the originally proposed expert, subject to the client's approval.

B) Financial Negotiations

(i) Financial negotiations shall include clarification of the bidder's tax liabilities and the manner in which these will be reflected in the Contract.

(ii) Where the selection method includes cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be subject to negotiation.

C) Conclusion of Negotiations

(i) The client shall prepare formal minutes of the negotiations, to be signed by both the client and the bidder's authorized representative.

(ii) Negotiations shall conclude with a review and finalization of the draft Contract. The finalized draft shall then be initialled by both parties.

(iii) If negotiations fail, the client shall notify the bidder in writing, outlining the outstanding issues and providing a final opportunity for resolution. If unresolved, the client may terminate negotiations and record the reasons for doing so.

(iv) Upon termination of negotiations with the first-ranked bidder, the client may invite the next-ranked bidder for negotiations. Once negotiations commence with the next-ranked bidder, the client shall not reopen discussions with any previously considered bidder.

29. Contract Period

The contract shall be valid for **an initial period of three (3) years** from the date of signing or till the completion of the Project, whichever is earlier. It may be extended for a further period of up to two (2) additional years or closure of the project, granted on a yearly basis. Such extensions are subject to satisfactory performance and the sole discretion of Client, based on the mutually agreed Terms and Conditions.

30. Notification of Award

(i) Prior to the expiration of the Proposal validity period, the client shall notify the successful bidder in writing that its Proposal has been accepted. This notification, referred to as the Letter of Award (LoA) in the Conditions of Contract and Contract Forms, shall specify the accepted Contract price. The expected date of Contract award shall be as indicated in the ***Data Sheet.***

(ii) The issuance of the LoA shall constitute the client's intention to award the Contract to the successful bidder. The Contract shall become binding only upon the bidder's acceptance of the LoA, furnishing of the Performance Security in accordance with the provisions of this RFP, and execution of the Contract Agreement. Where permitted under the applicable procurement rules, the client may, at its discretion, issue the Contract Agreement directly, subject to the bidder furnishing the required Performance Security.

31. Signing of Contract

Promptly after the Notification of Award, the client shall send the Contract Agreement to the successful bidder. Within twenty-one (21) days of receiving the Contract Agreement/LOA the bidder shall sign, date, and execute the Contract with the client, together with all documents required to be submitted at the time of signing**.**

32. Performance Security

a) Within fifteen (15) days of receiving the Letter of Award, the successful Consultancy Firm shall furnish the Performance Security in the amount and form specified in the ***Data Sheet.***

b) The Performance Security shall be submitted in the form of a Bank Guarantee or pledged Fixed Deposit Receipt (FDR) issued by a Scheduled Commercial Bank in India, in favour of the client, and in the format provided in the RFP/Contract.

c) The Performance Security shall remain valid for a period of six (6) months beyond the completion of all contractual obligations, including any extensions, if applicable.

d) Failure of the successful bidder to submit the required Performance Security or to sign the Contract Agreement within the stipulated period shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such case, the client reserves the right to award the Contract to the next most advantageous bidder.

e) Upon signing of the Contract Agreement and submission of the required Performance Security, the client shall promptly release the Bid Securities of both the successful and unsuccessful bidder, in accordance with the provisions of this RFP.

f) The bidder shall be solely responsible for renewing or extending the validity and claim period of the Performance Bank Guarantee (PBG), where required, to ensure continuous validity until expiry of the required period.

g) The client reserves the right to invoke the Performance Bank Guarantee in the event the Consultancy Firm:
   - (i) fails to discharge its contractual obligations during the Contract Period; or
   - (ii) causes loss or damage to the client due to negligence, default, or non-performance in implementing the Project, in accordance with the agreed terms and conditions

33. Grievance Redressal/ Complaint Procedure

a) A bidder shall have the right to submit a complaint or seek de-briefing regarding the rejection of its Proposal, in writing or electronically, within ten (10) days or the time limit given in this respect, from the date of publication of the techno-commercial or financial evaluation results to the RFP inviting authority.

b) Within seven (7) working days of receipt of the complaint, and if the client feels that complaint is genuine and substantial, it may acknowledge the complaint in writing, confirming its receipt and informing the complainant that a detailed response will follow after due examination.

c) The Client shall communicate its final decision to the complainant within fifteen (15) days of receipt of the complaint. No information relating to the confidential evaluation process or the recommendation for award shall be disclosed prior to publication of the Notification of Award.

d) Exclusions and Eligibility: The following matters and conditions apply to the complaint process:
   - (i) Only a bidder that has participated in the procurement process (pre-qualification or bidding, as applicable) may submit a complaint through its authorized person only.
   - (ii) Only a bidder that is directly affected by the decision being challenged may submit a complaint.
   - (iii) Where Technical Proposals are evaluated prior to opening Financial Proposals, an application for review concerning the Financial Proposal may be filed only by a bidder whose Technical Proposal has been declared responsive/acceptable.
   - (iv) No third-party information, including other bidder's Proposals or specific marks awarded to competitors, shall be shared in response to a complaint to maintain confidentiality.

Section 3: ITC-Data Sheet

The following specific information for the procurement of services shall complement, supplement, or amend the provisions of the Instructions to Consultancy Firm (ITC). In the event of any conflict between the provisions of the ITC and those specified in this Data Sheet, the provisions of the Data Sheet shall prevail

ITC Reference	Details
ITC 1(b)	The client is: CEO, Bihar Skill Development Mission (BSDM), A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
ITC 7(a)	The amount of Bid security shall be Rs. 20,00,000/- (Rupees Twenty Lakh) to be paid through e-payment mode only on E-Proc Portal (**https://eproc2.bihar.gov.in**). Bidder should upload scanned copy / proof of the payment (payment receipt) along with technical proposal.
ITC 7(b)	Exemption from EMD: Bidder(s) registered as: Micro and Small Enterprises (MSEs) under the MSME Act, or Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), or bidders registered with Central Purchase Organizations (CPOs) for the services under this RFP, are exempted from payment of EMD upon submission of valid supporting documents. Bid Security Declaration (Mandatory for Exempted Bidders): Bidders claiming exemption from EMD payment must mandatorily submit a signed Bid Security Declaration in the format provided in Section 6. Failure to submit the declaration shall result in disqualification of the bid.
ITC 10	**A) Technical Proposal** **List of documents to be uploaded online** 1. Copy of Incorporation/Registration Certificate of bidder. 2. Copy of GST Registration Certificate, PAN Card and ITR-V of last three FYs ending 31st March 2025. 3. Copy of Bid Security / EMD Document Online payment receipt. 4. Bid Securing Declaration-For bidders claiming exemption from furnishing EMD *(Form T-9B).* 5. FORM TECH-1: Letter of Proposal Submission 6. FORM TECH-2: Details of the Bidder 7. FORM TECH-3: Technical Proposal 8. FORM TECH-4A: Format for Highlighting details of Relevant Experience (along with all relevant documents) 9. FORM TECH-4B: Summary of Relevant Experience Details mentioned in TECH-4A 10. FORM TECH-5: Curriculum Vitae (CV) of Key Experts 11. FORM TECH-6: Team Composition and Task Assignment 12. FORM TECH-7: Work Schedule and planning for deliverables 13. FORM TECH-8: Team Composition and Key Experts' Inputs 14. FORM TECH-9: Declaration Regarding Conflicting Activities 15. FORM TECH-10: Notarised Affidavit of Eligibility and Non-Blacklisting 16. FORM TECH-11: Certification of Turnover /Financial Capability along with Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account) for the last three (3) financial years ending 31st March 2025. 17. Annexure -I: Power of Attorney for signing of Bid 18. Any Other Document(s) specifically mentioned in the RFP

	B) Financial proposal: To be submitted only as per given format on eProc2 portal
ITC 11	**Any form of consortium/joint venture is not allowed.**
ITC 11	Participation of Sub-consultancy firms, Key Experts, and Non-Key Experts in more than one Proposal shall not be permitted.
ITC 13(a)	Proposals shall be valid for 180 calendar days from the last date of submission of proposal
ITC 14(a)	Clarifications/Queries may be requested in the manner and before the stipulated date & time as specified in the ***Section 1***.
ITC 18 (a)	The client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: E-Proc Portal (**https://eproc2.bihar.gov.in**)
ITC 24 (g)	The minimum technical score (ST) required to pass is: 70 Marks
ITC 26 (c)	Days shall be 6 business days
ITC 27	**The weights given to the Technical (T) and Financial (F) Proposals are:** **T = 70%, and** **F = 30%**
ITC 30 (i)	The expected date of award of contract is Within one month after the finalization of bidder.
ITC 32 (a)	The Performance Security shall be 5% of the contract value to be submitted in the form of a unconditional bank guarantee from a scheduled bank, the terms of which must be acceptable to the client.

Section 4: Eligibility, Qualification and Evaluation Criteria

This section outlines the criteria that the client will use to evaluate Proposals and determine the qualification of bidders. No other factors, methods, or criteria shall be applied for the purpose of evaluation beyond those specified herein. Experience, turnover, net worth, manpower, or any other credentials of the Bidder's parent company, subsidiary, associate, holding company, group company, or any other related entity shall not be considered for the purpose of evaluation, unless explicitly permitted in this RFP.

A) Eligibility Criteria

SN	Particulars	Criteria	Supporting Documents to be uploaded
1	**Legal Status/ Registration**	The bidder must be a legally registered entity in India and have been in existence for a minimum of seven (7) years as on the last date of submission of proposal and should fall under one of the following categories: • Company registered under the Companies Act, 1956/2013 • Limited Liability Partnership (LLP) registered under the LLP Act, 2008 • Partnership Firm registered under the Indian Partnership Act	Copy of the incorporation/ registration certificate
2	**Tax and Statutory Compliance**	The bidder must have valid and active registrations for: • GSTIN • PAN • PF and ESIC Registrations • Income Tax Returns for previous three (3) Financial Years (FY 2022-23,23-24 and 24-25)	Registration Certificates (GSTIN, PAN, PF and ESIC) and ITR-V for the respective years.
3	**Blacklisting/ Debarment**	The bidder must not be under blacklist or debarred by any government department or their agencies/undertakings, public sector undertaking, or multilateral agency as on the date of bid submission.	Notarised affidavit on Rs. 1000/- non-judicial stamp paper by authorized signatory
4	**Bid Security Compliance**	Submission of EMD If the bidder is claiming exemption from submission of EMD, following documents need to be submitted: A valid and relevant registration certificate (e.g., Udyam Registration for MSEs, DPIIT recognition certificate for Start-ups); and a duly signed Bid Security Declaration as prescribed in the RFP.	Online Payment Receipt or exemption documents along with Bid Security Declaration
5	**Turnover and Net-worth**	The bidder should have minimum average annual turnover of Rs. 100 Crore in the previous three (3) financial years of FY 2022-23, FY 2023-24 & FY 2024-25 and the bidder must have positive net worth in these financial years viz. 2022-23, FY 2023-24 & FY 2024-25, as evidenced by audited financial statements	Audited Balance Sheet, Profit & Loss Account for the three (3) financial years (FY 2022-23, FY 2023-24 & FY 2024-25) and A CA Certificate with valid UDIN, clearly certifying Annual Turnover for each of the three financial years; and Net worth

6	**Manpower Strength**	The bidder must have minimum 100 fulltime professionals on its payroll.	Self-certification from the HR Head of the organization.
7	**Experience in Consultancy Services**	The bidder must have demonstrated experience in consulting, advisory services, or program management support for Government programs. The bidder must have prior work experience of at least three (3) consultancy assignments of value Rs. 3 Crore or above in the last seven (7) years from the date of issue of RFP, related to: ▪ Project Management Consultancy (PMC) ▪ Program Management Unit (PMU) ▪ Technical Support Agency (TSA) ▪ Large-scale Government program implementation support.	work orders/ contract/ completion certificate/ CA certificate for proof of payment
8	**Similar Assignment**	At least one similar assignment of value Rs. 2 Crore or above in the last seven (7) years from the date of issue of RFP. Similar assignment will mean design and implementation of skill development / TVET (Technical and Vocational Education and Training)/ education projects/ livelihood projects/ workforce projects/ Industry promotions or facilitation with any central or state ministry/department/govt undertakings or Union territory in India	work orders/ contract/ completion certificate/ CA certificate for proof of payment

B) Technical Evaluation Criteria

Technical Proposal of Consultancy Firm(s), who meet(s) the criteria in Part A, shall be evaluated further using the scoring criteria contained in Part B below:

SN	Evaluation Criteria	Max Marks	Documents Required
1	**Organisational Existence:** Marks shall be awarded based on the number of years the bidder has been operating in consulting or advisory services. • 7 to 10 Years: 2.5 Marks • More than 10 Years: 5 Marks	5	Certificate of Incorporation/ Registration
2	**Average Annual Turnover:** during the previous three (3) financial years (FY 2022-23,23-24 and 24-25) • Rs. 100 to 150 crores: 5 Marks • More than Rs. 150 Crores to 300 Crores: 10 Marks • Above Rs. 300 crores: 15 Marks	15	Audited financial statements CA certificate
3	**Experience in Consultancy Services (Refer Eligibility Criteria SN 7)** **(3 Marks per Project)**	15	work orders/ contract/ completion certificate/ CA certificate for proof of payment
5	**Experience in Similar Assignment (Refer Eligibility Criteria SN 8)** **(2 Marks per Project)**	10	work orders/ contract/ completion certificate/ CA certificate for proof of payment
6	**Approach & Methodology:** The bidder shall submit a detailed approach & methodology covering: • Understanding of project objectives • Strategy for establishment and operation of PMU & Work Plan • Coordination with the implementing agencies • Monitoring and evaluation framework, risk mitigation strategy	20	As mentioned in Tech Form 3 and ToR
	Key Experts Qualifications and Competence for the Assignment: • K1) Team Leader (01 No.): 4 Marks • K2) Monitoring, Evaluation and Data Systems Expert (01 No.): 2 Marks • K3) Financial & Procurement management Expert (01 No.): 2 Marks • K4) Capacity Building, Knowledge & Change Management Expert (01 No.): 2 Marks Or 2 Young Professionals against a consultant (k4): 1 mark for each The number of marks to be assigned to each of the above positions shall be determined considering the following three sub criteria and relevant percentage weights (total 100%): Educational Qualification & Training: General and relevant Education: 20% Adequacy for the assignment: professional experience in the sector/ similar assignments/ knowledge of administrative systems/ government organizations: (75%) Relevant Experience in "Transfer of Knowledge", if relevant to the assignment: 5%	10	CVs of proposed Key Experts in Tech Form 5
7	**ISO Certifications:** ISO 9001:2015 (Quality Management System): 2 Marks ISO 20000:2018 (Service Management System): 3 Marks	5	Copy of valid ISO Certificate to be submitted
8	**Technical Presentation:** Bidder shall present the approach and methodology, case studies, workplan and deployment plan during technical presentation.	20	Technical Presentation
	Total Marks of Technical Score (ST)	100	

C) Financial Evaluation Criteria

- **Only those bids with a technical score (ST) of >= 70 shall be considered for financial evaluation. QCBS method shall be adopted for selection.**
- The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 Marks. The financial scores of other Proposals will be computed as follows:
  SF = 100 x FM/F where F is the amount of Financial Proposal under consideration

D) Combined evaluation and recommendation for award of contract

- Similar to the ranking of Financial Proposal, for calculating the final Technical Score (ST) proposals with highest technical marks will be given a score 100 marks (TM). The Technical Score (ST)) for other proposals will be computed as follows:
  ST = 100 x T/TM where T is the amount of Financial Proposal under consideration
- Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
  S = ST x Tw+ SF x Fw
  Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.
- Thus, the composite score shall be out of a maximum of 100 marks. The bidder obtaining the highest combined score shall be recommended for award of contract by the evaluation committee.
- Note: In case the combined score of Bidders comes out to be equal/tied, then in that case, the Bidder having highest Technical Score will be ranked first and awarded the contract.

Section 5: Terms of Reference (ToR)

1. **Background**

a) The Directorate General of Training (DGT) in Ministry of Skill Development and Entrepreneurship (MSDE), Govt of India is the apex organisation for development and coordination at National level for the programmes relating to Vocational Training including Women's Vocational Training. The DGT is responsible for overseeing long-term skilling programs, notably the Craftsman Training Scheme (CTS), which provides training courses ranging from 6 months to 2 years. DGT plays a pivotal role of setting policies, standards, and guidelines for these programs, including curriculum design, development, affiliations, and assessments, such as conducting national-level examinations. Training under CTS is carried out through Industrial Training Institutes (ITIs), while instructor training is facilitated by National Skill Training Institutes (NSTIs). The Ministry of Skill Development and Entrepreneurship (MSDE) has also entrusted the DGT with the implementation of apprenticeship training in "Designated Trades," which provides practical, on-the-job experience for apprentices in various sectors. In addition, DGT runs, from time-to time schemes for supporting State Governments for strengthening the ITIs and the skilling infrastructure. This ensures a steady stream of skilled workers in various trades for the industry.

b) ITIs, over the years, these institutes have consistently been a key focus for the Government of India (GoI), resulting in significant improvements. Over the last 10 years, enrolments have risen from 9.46 lakh to 14.2 lakh, and 23 new age courses have been introduced, aligned with industry demands to ensure that students acquire relevant skills for the evolving job market. While the policy making for affiliation and examination lies with central government, the administrative and financial control of ITIs rests with the State/UT governments.

c) National Skill Training Institutes (NSTIs), centrally funded institutes managed by the Directorate General of Training (DGT), are focusing on strengthening the skilling ecosystem to match the demand and supply of the job market. The main objective of NSTI is to impart training to the instructors of ITIs in the country. Currently, there are 33 NSTIs (19 women focused and 14 General) spread across country. NSTIs are imparting training both in skills and training methodology for the instructor trainees to make them conversant with methodology of teaching and techniques of transferring hands-on skills, to produce skilled manpower for the industry.

d) Notwithstanding the important role that ITIs and NSTIs currently play in workforce training in India, there is a pressing need for a comprehensive overhaul to better align these institutions with the demands of a rapidly growing economy. As India looks to expand its formal economy in the coming years, a larger pool of skilled and qualified workers will be essential. A thorough analysis of the existing ITI ecosystem, coupled with insights from multiple parliamentary reports, highlights that the efforts to enhance the capabilities of ITIs and NSTIs require more pragmatic, systemic, and coordinated actions.

e) This transformation will entail a complete overhaul of infrastructure, ensuring modern facilities and state-of-the-art equipment to deliver industry-relevant training. Additionally, an improved governance structure is needed to streamline operations and enhance the effectiveness of these institutions. Moreover, an enabling regulatory environment should be created, one that encourages industries to gradually take greater ownership of the outcomes produced by these training institutions. Lastly, the availability of qualified and skilled instructors must be ensured to maintain the quality and consistency of training, which is critical for meeting future labour market demands.

f) A centrally sponsored scheme with an outlay of Rs. 60,000 crores (Central Share: Rs. 30,000 crore, State Share: Rs. 20,000 crore and Industry Share: Rs. 10,000 crore) for upgradation of 1,000 Industrial Training Institutes in hub and spoke arrangements with focus on outcome orientation has been announced in Union Budget 2024. The Scheme proposes to establish government-owned, industry-managed Industrial Training Institutes (ITIs), in collaboration with state governments and industry.

g) 20 lakh youth will be skilled over a 5-year period in courses aligned to the human capital requirement of industries in the catchment area of upgraded ITIs, thus facilitating industries, including MSMEs, in finding employment-ready manpower. The course content and design will be aligned to skill needs of the industry, and new courses will be introduced for emerging needs, including IR 4.0, Green skills, and other emerging areas.

h) Given the scale at which this upgradation will be implemented, scheme design, planning with detailed guidelines and robust monitoring tools will be critical. Additionally, risk management needs to be proactive, identifying potential challenges and devising strategies to mitigate them well in advance. To achieve these ambitious goals, DGT desires to engage an agency capable of providing strategic supporting both the design and implementation of this comprehensive program. This agency will play a crucial role in shaping the overall structure, ensuring seamless execution, and driving the transformation of ITIs into dynamic institutions that meet the future needs of India's economy

i) The ITI Upgradation scheme is proposed to have two components:

(i) **Component I:** Upgradation of ITI in Hub and Spoke Model with revamped trades (courses)

(ii) **Component II:** Transforming identified NSTIs, currently for training of trainers into exemplar skill training institutions

Out of above components, only Component-I is applicable under this Project.

j) Implementation of the scheme will primarily take place through State/UT Governments, who are responsible for administration and management of Government ITIs. Given the scale and complexity of activities—including planning, coordination with institutions and industry partners, capacity building, financial management, monitoring and reporting—States require dedicated technical and project management support.

k) The Government of Bihar, through the Department of Youth, Employment and Skill Development (YESD), Govt. of Bihar is implementing a range of initiatives to strengthen the skill development ecosystem in the State with the objective of enhancing employability, addressing industry skill gaps, and promoting sustainable livelihood opportunities.

l) Bihar, with a population of over 12 crore and a significant proportion of youth in the working-age group, has a growing demand for quality, industry-aligned skilling opportunities. While the State has developed a network of Industrial Training Institutes (ITIs) and skill development programs, there remains a need to enhance infrastructure, improve training quality, strengthen industry linkage, and ensure better employment outcomes.

m) PM-SETU scheme has an objective to upgrade ITIs across the country through a Hub-and-Spoke model, focusing on infrastructure modernization, introduction of new-age trades, industry partnerships, and outcome-based training systems.

n) **The Government shall act as an enabler for the initiative by:**

i. providing space within ITIs or other designated public infrastructure at divisional headquarters
ii. supporting mobilisation of candidates through district skill offices and outreach campaigns
iii. facilitating necessary approvals and affiliations with national bodies such as NSDC, SSCS, and NCVT
iv. enabling convergence with ongoing State and Central Government schemes.

o) The PM-SETU initiative programme are complementary in nature and together aim to create a robust, integrated skilling ecosystem in the State.

p) Given the scale, complexity, and multi-stakeholder nature of these initiatives, there is a requirement for a dedicated institutional mechanism to support planning, implementation, coordination, monitoring, and evaluation of these programs.

q) Accordingly, the State Government proposes to engage a Consultancy Firm to function as the Project Management Consultancy (PMC) to support the State Project Monitoring Unit (SPMU) in implementing the scheme at the State level. The PMC will work in close coordination with the Directorate General of Training (DGT), the State Directorate of Training, the State SPMU, and the National PMU, and will provide technical, managerial, analytical, and coordination support throughout the duration of the scheme.

r) The Consultancy Firm shall assist the State in planning and implementation, monitoring progress, preparing periodic reports, facilitating convergence with relevant stakeholders, ensuring compliance with scheme guidelines, and supporting the effective rollout and operation of upgraded ITIs across the State.

2. Objective of the Assignment

The objective of this assignment is to engage a Consultancy Firm as the Project Management Consultancy (PMC) to support the State Project Monitoring Unit (SPMU) in implementing the "Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs" (PM-SETU). The PMC will provide technical, analytical, and project management support to the State, assist in monitoring and coordination with stakeholders, and ensure timely, compliant, and outcome-oriented implementation of the scheme.

3. Scope of Services

The Consultancy Firm, engaged as the Project Management Consultancy (PMC), shall provide end-to-end technical, managerial, and coordination support to the State Project Monitoring Unit (SPMU) for effective implementation of the "Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs" (PM-SETU) Scheme. The scope of services shall include, but not be limited to, the following:

a. Planning and Implementation Support:

(i) Develop a methodology for the selection of ITIs for upgradation, ensuring alignment

(ii) with the local economic context and the State's vision, while maintaining balanced geographical and sectoral coverage.

(iii) Support the State in the preparation of a comprehensive Five-Year Implementation Plan for the scheme, detailing timelines, deliverables, milestones, and monitoring indicators.

(iv) Assist in the formation and operationalization of Special Purpose Vehicles (SPVs), including the preparation of necessary agreements such as Shareholding Agreements, License Agreements, Memoranda of Association (MoA), and Risk Sharing Frameworks.

b. Institutional Handholding and Coordination:

(i) Provide continuous handholding support to SPVs for the implementation of approved projects and act as the interface between the State Directorate and SPVs

(ii) Facilitate industry collaboration and develop frameworks to enhance industry participation in ITI upgradation.

(iii) Serve as the communication channel between the State, Industries, DGT, NSTIs, and other relevant stakeholders.

(iv) Support state in overall implementation and coordination of scheme.

c. Monitoring, Evaluation, and Reporting:

(i) Establish project baselines, key performance indicators (KPIs), and monitoring frameworks to track progress, deviations, and performance objectives.

(ii) Support data collection, validation, and regular reporting to States/ National PMU (NPMU) as per predefined metrics.

(iii) Conduct periodic performance and viability analysis, recommend corrective actions, and facilitate project review exercises.

(iv) Provide support to the Independent Monitoring Agency (IMA) and Independent Verification Agency (IVA) for effective monitoring and verification of the scheme's KPI/DLIs during implementation.

d. Financial and Procurement Management:

(i) Support the State in preparing annual financial plans, budget monitoring, and expenditure tracking.

(ii) Coordinate and support external audits, ensuring compliance with audit requirements and timely follow-up on audit observations.

(iii) Assist the State in developing procurement policies, preparing RFP documents, and implementing procurement planning systems in accordance with financial management guidelines.

e. Capacity Building and Knowledge Management:

(i) Develop capacity building plan, disseminate knowledge and best practices through structured meetings, training programs, and workshops with stakeholders.

(ii) Facilitate learning sessions for SPVs and ITIs to enhance implementation efficiency, quality, and long-term sustainability.

f. Grievance Redressal and Change Management:

(i) Provide grievance redressal support for implementation agencies and monitor the resolution process to ensure timely action.

(ii) Recommend program improvements using change management approaches and document best practices for replication and scaling.

g. The Consultancy Firm shall undertake any additional assignments that may be specified by the State Government from time to time, provided such assignments are aligned with the objectives of the Scheme and the agreed scope of services.

4. Composition of the Team and its Role:

The PMC shall deploy a four-member core team to cover all six functional areas as envisaged in the Framework. While the primary roles are defined below, the Key Responsibilities include, but are not limited to, the following:

Position	Primary Role	Key Responsibilities (Summary)	Alignment with ToR / Framework
Team Leader	Leads overall programme strategy and State-level coordination	• Prepare Five Year Implementation Plan and milestones, Cluster based ITI selection • Draft/coordinate SPV documents (MoA, SHA, License, Risk sharing, etc.) • Coordinate with departments, industry, DGT/NSTIs Maintain implementation momentum and resolve bottlenecks	Programme planning, SPV facilitation, inter agency, coordination, scheme implementation oversight
Monitoring, Evaluation & Data Systems Expert	Establishes monitoring systems and evaluation architecture	• Develop baselines, KPIs, M&E framework • Validate data and manage reporting cycles • Create dashboards and deviation analyses Support IMA/IVA and State review exercises • Prepare viability/impact assessments	Monitoring & evaluation, performance tracking, reporting, evidence-based decision support
Financial & Procurement Management Expert	Oversees financial discipline and procurement processes	• Annual budgeting and expenditure tracking • Compliance with financial rules/audits • Procurement planning and RFP preparation • Support bid processes at ITI level • Coordinate with auditors/finance units	Financial management, procurement governance, audit readiness, fiduciary compliance
Capacity Building, Knowledge & Change Management Expert	Builds institutional capacity and drives stakeholder engagement	• Design/deliver SPV & ITI training programs • Knowledge documentation & workshops • Communication and stakeholder outreach Support grievance redressal systems • Facilitate change management initiatives	Capacity building, knowledge management, communication, stakeholder and change management

5. **Team and its Qualification:**

The Consultant shall deploy a qualified team including, but not limited to the following core experts for a duration of
36 months.

Position & Nos.	Required Qualification	Required Experience
Team Leader (01)	MBA/PGDM or PG degree in social sciences, Social Work, Development Studies, Rural Management, or any Graduate having experience in relevant field	• Minimum 10 years' experience in project management in the education/skill development sector, including programme oversight, team leadership, and coordination with State/Central agencies. • At least 7 years' experience in TVET/Skill Development, Entrepreneurship Development or related social sector projects, with demonstrated expertise in governance and implementation of multi-year programmes. • Experience in curriculum implementation, MIS-based monitoring, faculty development, infrastructure planning, and industry partnerships. Proven ability to plan milestones, manage timelines, and assess project impact
Monitoring, Evaluation & Data Systems Expert (01)	MBA/MSW/PG degree in Economics, Statistics, Labor Economics, IT, or a related field	• Over 10 years of professional experience in designing and implementing IT-based management information systems for the social and economic development sectors. • Specific expertise in developing M&E frameworks for large-scale government projects is required. Familiarity with evaluation methodologies, such as logframe analysis, is desirable.
Financial & Procurement Management Expert (01)	CA/ MBA/ PG degree in Finance /Accounting /Commerce /Economics/ Business Administration.	• Minimum, 7 years of experience in public sector financial management and procurement. Proven work in annual budgeting, expenditure tracking, and audit coordination. • Experience in procurement planning, RFP drafting, bid evaluation, and contract management. Familiarity with GFR/State Financial Rules, CVC guidelines, e procurement systems, and GeM portal processes
Capacity Building, Knowledge & Change Management Expert (01)	PG degree in Management, Public Administration, Social Sciences, Education /Training, Communication /Media/HR/Organizational Development.	• Minimum 10 years of relevant experience in designing and delivering training/capacity building programs, knowledge documentation and workshops, and communication and stakeholder engagement, with exposure to grievance redressal and change management initiatives, preferably under Government/mission-mode or development programs.
OR		
Young Professional (02)	MBA/MSW/ PG	• Minimum 3 years of relevant experience in designing and delivering training/capacity building programs, Skill Development, Job Fair knowledge documentation and workshops, and communication and stakeholder engagement, with exposure to grievance redressal and change management initiatives

The number of resources indicated above is only illustrative. The Client reserves the right to increase or decrease the number of resources and/or the duration of their engagement, based on actual project requirements, at the rates finalized under the Contract for similar experience level.

(i) The PMC team members shall be deployed on a full-time, exclusive basis for this assignment. During the period of engagement, no PMC team member shall undertake any other assignment or engagement with any organization/department, whether public or private.
(ii) The Client reserves the right to conduct formal interviews of any or all proposed PMC team members, prior to their deployment and/or at any time during the engagement, to assess suitability.
(iii) At any time during the assignment, if any PMC team member is required to be replaced, the Client may request the Consultant to propose suitable replacements. The Consultant shall submit a minimum of three (3) CVs with qualifications and experience equivalent to or higher than the outgoing resource. The approved replacement must be deployed within the timeframe specified by the Client. Failure to deploy the replacement within the stipulated time may result in a deduction of up to ten percent (10%) of the amount payable against that resource for the relevant billing period, as decided by the Client.
(iv) In case of non-satisfactory performance of any deployed resource, the Client may require the Consultant to replace such resource at no additional cost within fifteen (15) days of notification. The replacement resource shall possess qualifications and experience equivalent to or superior to the replaced resource.

6. Facilities provided by Client

a. Make available all program documents including scheme documents, program appraisal reports, program implementation plan, etc.
b. Facilitate the availability of key staff/project team for discussions whenever needed
c. Client will also provide seating space to the PMC. However, agency will have to make its own arrangement for providing computer/laptop, printers and other IT support etc. to the experts deployed.

7. Payment Terms

a. The payment shall be made to the Consultant by the Client subject to receipt of quarterly invoices for the resource persons deployed during the period, deliverables achieved, and fulfilment of terms and conditions. The payment of consultants will be linked to attendance, which shall be monitored through the biometric monitoring system.
b. The consultants deployed shall be entitled to leave as per the applicable to the client organisation. The Team Lead shall ensure that the project does not suffer any adverse impact due to absence of personnel at any point of time

8. Official tours / field visits & other expenses

Official tours/field visits and related expenses-including lodging, boarding, travel, and incidental costs incurred during approved visits, shall be reimbursable as per the applicable to client organisation for the corresponding category, subject to prior approval of the Client and submission of supporting documents.

Section 6: Proposal Submission Forms

FORM TECH-1: Letter of Proposal Submission

Location:
Date:

To
Mission Director,
Bihar Skill Development Mission,
Youth, Employment and Skill Development Department, Govt. of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01

Subject: Submission of Proposal for selection of Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs (PM-SETU)".

Sir/Madam,

We, the undersigned, hereby submit our Proposal in response to your RFP dated [Insert Date] for the above assignment. This Proposal is unconditional and unqualified.

1) Form of Submission

   We are submitting our Proposal without any Sub-consultants or Joint Venture/Consortium.

2) Eligibility and Compliance
   i. We confirm compliance with all eligibility and qualification criteria, including absence of conflict of interest and debarment. We will promptly inform the Client of any changes.
   ii. We declare no conflict of interest exists and will notify the Client immediately if it arises.
3) Proposal to Deliver Services

   We commit to delivering the Services as per the RFP's Performance Standards and Delivery Schedule.

4) Acceptance of Terms and Conditions
   1) We have read, understood, and accepted all RFP terms and conditions without reservation.
   2) We confirm that we have received, read, and incorporated all amendments, corrigenda, and addenda issued by the Client before the Proposal submission date.
   3) We confirm that the RFP documents have not been altered, and all uploaded documents, affidavits, and undertakings are true and valid. Originals will be produced on demand.
5) If our Proposal is accepted, this Proposal and your written Letter of Award shall constitute a binding contract until a formal agreement is executed.
6) We will provide the required performance security as per the RFP. Failure to submit the security or execute the contract may attract penalties outlined in the RFP.
7) The Financial Proposal is submitted separately on the designated e-procurement portal. Together with this Technical Proposal, it shall be binding upon us.
8) All information provided is true and complete. Misrepresentation may lead to penalties under the RFP's Code of Integrity.
9) We acknowledge that the Client is not bound to accept the lowest or any Proposal received.

Yours sincerely,

Signature with Date

Name: ____

Designation: ____

Authorized to sign on behalf of: [Bidder Name, Address, Seal]

FORM TECH-2: Details of the Bidder

(To be printed on the letterhead of the Bidder)

SN	Information Sought	Details to be Furnished
A.	Name of the Bidder	
B.	Legal Status of the Bidder (Company/Partnership Firm/LLP)	
D.	Registered Address of the Bidder	
E.	Date of Incorporation / Registration and other details	Registration Number: Registration Date: PAN Number: GSTIN: EPF Regn Number: ESIC Regn Number:
G.	Contact Details of the Authorized Signatory	Name: Contact No.: Email ID: Official Address:

Declaration

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. If any discrepancy is found at any stage, our Proposal may be rejected, and we shall be liable for any consequences as per applicable laws.

Signature with Date

Name: ____

Designation: ____

Authorized to sign on behalf of: [Bidder Name, Address, Seal]

FORM TECH-3: Technical Proposal Format

Note to Consultancy Firm- Please fill out this form to briefly describe the bidder's organization and outline the recent consultant experience most relevant to the assignment. For each assignment, the outline should indicate the names of the bidder's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a Joint Venture or a Sub-consultant, the amount paid to the bidder), and the bidder's role/involvement.

1. **Description of Methodology, Work Plan, and Organization for the Assignment**

The Consultancy Firm must present the Technical Proposal divided into the following six components:

a. Information Regarding the bidder's Organization

Provide a brief description of the bidder's background and organization. Include an organizational chart and a list of the Board of Directors (or equivalent governing body).

b. Experience of the Consultancy Firm (as per Criteria mentioned in section 4)

Only list assignments for which the bidder was legally contracted by the Client as a company. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as relevant experience of the bidder. The bidder must substantiate all claimed experience by providing copies of relevant contracts, agreements, and client references. Failure to provide adequate documentation will result in the exclusion of the claimed experience from consideration.

c. Availability of Experts

Please provide an overview of key experts and their commitment, highlighting expertise. Include CVs of key experts demonstrating relevant experience and qualifications.

d. Approach and Methodology (Maximum 30 pages)

Describe the overall technical approach to executing the assignment. Include methods, procedures, and tools to be used. Demonstrate understanding of the Terms of Reference (TOR) and ability to deliver results effectively.

e. Work Plan for Performing the Assignment

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (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 of the TOR 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) should be included here. The work plan should be consistent with the Work Schedule Form. Deployment Plan for Performing the Assignment.

Please outline the plan for the deployment of key personnel and non-key resources required for the assignment. This should include the alignment of resources with the project tasks, clearly defined roles and responsibilities of each team member, and the adequacy of resource allocation across all tasks. The plan should specify the phasing of deployment, and how the team will be organized to meet project milestones. The deployment plan should be consistent with the overall project schedule and demonstrate consultant's ability to efficiently utilize resources for successful project execution.

FORM TECH-4A: Format for Highlighting details of Relevant Experience

(Each assignment to be submitted separately)

1. Assignment Name:
2. Client Name & Address:
3. Sector(s) Involved:

   Level: ☐ National ☐ State ☐ Local Government ☐ Others (Specify)
4. Country / State / City / Village:
5. Role on the Assignment: Sole Agency/Lead Partner in JV/C / JV/C-Partner
6. Assignment Start Date (Month/Year):
7. Assignment Completion Date (Month/Year):
8. Duration of Assignment (Months):
9. Staffing Details:
   a) Designations / Roles of Key Professional Staff Provided:
   b) Total Number of Staff-Months:
   c) Staff-Months Provided by Your Firm:
   d) Work/Functions Performed:
10. Financial Details:
    a) Approx. Value of the Contract (INR):
    b) Approx. Value of Services Provided by Your Firm (INR) till date:
11. Narrative Description of Project / Services Provided:

    (Include objectives, scope, methodology, outcomes, and relevance to PM-SETU assignment)
12. Supporting Documents:
    i. Work Order / Agreement / PO copy
    ii. Completion Certificate / Client Testimonial

Authorized Signature:

Name & Designation:

Date:

Notes:

a) Only projects executed by the applying bidder should be included; do not include credentials of sister companies/subsidiaries etc.
b) Experience should be from projects /assignment executed in India only.
c) Projects /assignment should be of nature as mentioned in Section 4.
d) Experience will not be counted without relevant supporting documents

FORM TECH-4B: Summary of Relevant Experience Details mentioned in Tech-4A

Duration (MM/YYYY-MM/YYYY)	Assignment Name & Brief Description of Deliverables / Outputs	Name & Address of Client	Approx. Contract Value / Amount Paid to Your Firm (INR Lakhs)	Role on the Assignment: JV Partner/ Lead Partner/ Sole Agency

*Please add rows.

Authorized Signature:

Name & Designation:

Date:

FORM TECH-5: Curriculum Vitae (CV) of Key Experts

Position Title and No.: e.g., K-1-Team Leader

Name of Expert:

Date of Birth (DD/MM/YYYY):

Country of Citizenship / Residence:

Education and Training

List university/college or specialized training. Include institution, dates, and degrees/certificates obtained. Highlight relevance to this assignment.

Employment Record Relevant to the Assignment
Start with present position and list in reverse order. Include employer, dates, position, activities performed, location, and contact details for references.

Period	Employing Organization & Title (with reference contact)	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		

Membership in Professional Associations / Publications

Language Skills: Indicate languages and proficiency (Speaking/Reading/Writing: Excellent/Good/Fair).
Adequacy for the Assignment: Detailed Tasks Assigned on Consultancy Firm's Team:

Detailed Tasks Assigned on Consultancy Firm's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert shall be involved)	

Expert's Contact Information
Email: _____________________________________ | Mobile: ____________________________
Certification
I, the undersigned, certify that, to the best of my knowledge and belief, this CV correctly describes my qualifications and experience, and that I am available, as required, for this assignment in the event of contract award. I understand that any misstatement or misrepresentation herein may lead to disqualification, termination, or sanctions by the Procuring Entity.

Date: _________________________________ Place: ____________________________________
Name of Expert: ____________________________ Signature: ____________________________

Authorized Representative of the Firm:
Name & Designation: _______________________ Signature (with seal): ___________________

FORM TECH -6: Team Composition and Task Assignment*

Format for technical proposal	
Name of proposed individual	
Position	**{e.g., Team Lead}**
Duration	
Required Qualification	
Required Experience	
Area of Expertise	
Abridged Information on work experience (in less than 200 words)	
Rationale for suitability in reference ToR	
Name of proposed individual	
Position	**{e.g., Project Manager}**
Duration	
Required Qualification	
Required Experience	
Area of Expertise	
Abridged Information on work experience (in less than 200 words)	
Rationale for suitability in reference ToR	

***Note:**
This information is strictly required for all key experts to be deployed on the project. The Consultancy Firm must refrain from providing any details of non-key experts or other employees who will not be directly involved in the project.

FORM TECH-7: Work Schedule and planning for deliverables

N°	Deliverables 1 (D-.)	Months											
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**…**	**N**	**Total**
D1	{e.g., **Deliverable #1: Report A**												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D2	{e.g., **Deliverable #2: ....**}												

1. **Above details are indicative only. List the deliverables as per your proposal and understanding of assignment and TOR, with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals**. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-8: Team Composition and Key Experts' Inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-7)											Total Time - inputs (in Months)
		Position		**D-1**		**D-2**		**D-3**	**………**		**D-……**		**Total**
KEY EXPERTS													
K-1		(Team Leader)		2 Months		(1.0)		(1.0)					
K-2													
										Total			

For Key Experts, the proposed inputs shall be indicated individually for each position, in alignment with the requirements specified in the Terms of Reference (ToR). The number of working (billable) days shall be as per the requirements of the respective State/UT Client. The duration shall be calculated from the date of commencement/mobilization. One (1) working (billable) day shall not be less than eight (8) working hours.

FORM TECH-9: Declaration Regarding Conflicting Activities

Date:
RFP Reference No:

To
Mission Director,
Bihar Skill Development Mission,
Youth, Employment and Skill Development Department,
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01

Subject: Declaration regarding Conflicting Activities for the Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs (PM-SETU) Scheme".

Dear Sir/Madam

In accordance with the requirements of the RFP, we hereby provide our declaration regarding conflicting activities:

1. We hereby declare that our firm, including our associates and group firms, have not indulged in any such activities which can be termed as conflicting activities as defined in the RFP.
2. We confirm that neither our firm nor our proposed Key Experts have any business or family relationship with any official of the Client who is directly or indirectly involved in any part of:
    i. the preparation of the Terms of Reference for the assignment,
    ii. the selection process for this contract, or
    iii. the supervision of the resulting contract.
3. We acknowledge that in case of any misrepresentation of information or discovery of a conflict of interest at a later stage, our proposal/contract shall be liable to be rejected or terminated by the Client, and such decision shall be binding on us.

Yours faithfully,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Company Seal:

FORM TECH-10: Affidavit Regarding Eligibility and Non-Blacklisting

(Notarized Affidavit on non-judicial stamp paper of Rs. 1000/- by Authorized Representative of the applicant with his / her dated signature and organization's seal)

We, [Full Name of Bidder], having our registered office at [Registered Address], do hereby solemnly affirm and declare the following:

1. Registration & Operation: We are a registered firm under the relevant Acts (name the Act) and are duly registered with the Goods and Services Tax (GST) Authorities. We have been in continuous operation for the last seven years.
2. We, on behalf of …... (Name of the bidder) do hereby declare that the above-mentioned organization is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has not been blacklisted /debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies or any other regulatory authority in India or by any multilateral funding agencies.
3. We certify that [Name of bidder] is currently eligible to participate in bids on the GeM /e-procurement portal and is not under any active disqualification or "Red Interest" flagging.
4. 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. We 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.
5. Integrity Undertaking: We understand that if any information provided above is found to be false or if material facts regarding our eligibility are suppressed, client may place our agency on the negative list/blacklist without prejudice to any other civil/criminal action, including the forfeiture of the Earnest Money Deposit (EMD) and Performance Guarantee.
6. We on behalf of …... (Name of the Organization) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions given in the above-mentioned RFP.

Yours faithfully,

Authorized Signature (full name and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Note:

In case of any past debarment (in last seven years), it should be disclosed with details and current status of debarment as an annexure to this affidavit.

FORM TECH-11: Certification of Turnover /Financial Capability

(On the letterhead of the Chartered Accountant)

Date: __________________________

To whomsoever it may concern

Subject: Certification of Financial Capability

We have examined the books of accounts and other relevant records of (Name of bidder and registered address). On the basis of such examination and according to the information and explanations provided to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover, and net worth for the following financial years are as per details given below:

Financial Year	Revenue from Business Consulting Services (Rs.) in lakhs	Net Worth (Rs.) in lakhs Net Worth) in lakhs
2022-23		
2023-24		
2024-25		

Chartered Accountant Details:

Signature:

Name:

Designation:

Membership Number:

Date:

CA Firm Seal:

Business Address:

UDIN:

Note: Care should be taken by the respective CA to mention all above details like turnover and net worth of each year to be mentioned on UDIN portal, else this certificate may be treated as **Invalid or Rejected**. Each year details of every particular should be mentioned at UDIN portal by the respective CA.

FORM: FINANCIAL BID

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

Sl. No.	Position / Designation	No. of Experts	No. of Months / Inputs	Man-Month Rate (Rs)	Total (Rs.)
1	Team Leader (K1)				
2	Key Expert (K2)				
3	Key Expert (K3)				
4	Key Expert (K4)				
Total					

Please do not submit this in the technical proposal envelop, else proposal shall be rejected

Note:

- 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.
- During Evaluation of Financial proposals, the quoted Total Professional Fee excluding GST shall be considered.
- The client shall pay the GST as extra, on prevailing rates as applicable on the Professional Services as above.
- Statutory Deduction, if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.

Section 7: General Conditions of Contract (GCC)

General Provisions	
1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract shall have the meanings assigned to them below: a. **"Completion Date"** means the date of completion of the Services by the selected organization as certified by the client. b. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC. c. **"Contract Price"** means the financial proposal of the successful Consultancy Firm duly accepted by the client. d. **"client"** means the agency, as named in SCC, that signs the Contract for the Services with the selected organization. e. **"Day"** means a working day unless indicated otherwise. f. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultancy Firm, Sub-Consultant, or JV member(s) assigned by the selected organization to perform the Services or any part thereof under the Contract. g. **"GCC"** means these General Conditions of Contract. h. **"Party"** means the client or the selected organization, as the case may be, and "Parties" means both of them. i. **"selected organization"** means a legally established professional organization or entity selected by the client to provide the Services under the signed Contract as specified in SCC. j. **"Selected organization's Proposal"** means the completed Proposals submitted by the selected organization to the client. k. **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented. l. **"Services"** means the work to be performed by the selected organization pursuant to this Contract, as described in Appendix A – Terms of Reference. m. **"Third Party"** means any person or entity other than the Government, the client, the Consultancy Firm, or a Sub-Consultant.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in **RFP.**
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the client or the Consultancy Firm may be taken or executed by the officials **specified in the SCC.**
1.7 Authority of Member in Charge	In case the selected bidder is a Joint Venture, the members hereby authorize the member **specified in the SCC** to act on their behalf in exercising all the selected bidder's rights and obligations towards the client under this Contract, including without limitation the receiving of instructions and payments from the client.
1.8 Taxes and Duties	The selected organization and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law. Unless otherwise specified in the SCC, all such taxes, duties, fees, and other impositions are deemed to be included in the Contract Price. Any specific provisions regarding GST, withholding tax, or other taxes shall be detailed in the **SCC.**
1.9 Code of Integrity	a) The Client, the selected organization, and their representatives shall strictly adhere to the code of integrity as stipulated under GFR/BFR and any other applicable laws and regulations. b) The selected organization shall disclose to the Client any commissions, gratuities, or fees that have been or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address

	of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. c) Failure to disclose such information may result in termination of the Contract.
1.10 Severability	If for any reason what so ever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the selected organization shall submit to the client for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The selected organization shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
2.3 Intended Completion Date	2.3.1 Unless terminated earlier pursuant to Sub-Clause 2.6, the selected organization shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** 2.3.2 If the selected organization fails to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the contract, the client will be entitled to deduct/recover the Liquidated Damages/Penalty for the delay, unless covered under Force Majeure conditions aforesaid, as is **specified in the SCC.**
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.4.1 Change Request	1. Any requirement for Change Requests (CRs) shall be formally communicated in writing by the Competent Authority of the Client to the selected organization (or Lead bidder in case of a consortium). 2. Upon receipt of a formal CR, the selected organization shall, within a reasonable time specified by the Client, submit the following for review and approval: a) Technical feasibility of implementing the Change Request; b) Effort estimation required for the proposed changes; c) Financial implications/cost associated with the Change Request; and d) Proposed schedule and timeline for delivery and implementation. 3. The response submitted by the selected organization shall be evaluated by the Client. Based on such evaluation, the Client may issue formal approval for incorporation of the CR into the project scope. Only upon receipt of such formal written approval, the selected organization shall proceed with implementation of the approved Change Request and raise the corresponding invoice as per the agreed terms. 4. The cumulative value of all Change Requests shall not exceed the % mentioned in **SCC**, computed based on the bid value submitted by the selected organization and accepted by the Client, or as otherwise decided and approved by the Client.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event or circumstance beyond the reasonable control of a Party, which could not have been foreseen or avoided, and which makes a Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. Such events may include, but are not limited to, acts of God, natural disasters, wars, epidemics/pandemics, government actions, civil disturbances, or other unforeseeable events beyond the control of the affected Party.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

	(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.6 Termination	
2.6.1 By the client	The Client may terminate this Contract by providing not less than thirty (30) days' written notice to the selected organization after the occurrence of any of the following events: a) if the selected organization does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing; b) if the selected organization become insolvent or bankrupt; c) if, as the result of Force Majeure, the selected organization is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d) if the selected organization, in the judgment of the client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
2.6.2 By the selected organization	The selected organization may terminate this Contract by providing not less than forty-five (45) days' written notice to the Client after the occurrence of any of the following events: a) if the Client fails to pay any undisputed monies due under this Contract within forty-five (45) days of receiving written notice from the selected organization that such payment is overdue. b) if, due to a Force Majeure event, the selected organization is unable to perform a material portion of the Services for a continuous period of sixty (60) days or more.
2.6.3 Effects of Termination	Upon termination of this contract, the Client will make the following payments to the selected organization: a) Termination for Reasons Not Attributable to the selected organization (including Force Majeure): Where the Contract is terminated for reasons not attributable to the selected organization, including termination arising out of Force Majeure, the Client shall: (i). pay the selected organization remuneration for Services satisfactorily performed up to the Effective Date of Termination, in accordance with the payment provisions of this Contract; and (ii). reimburse the selected organization for reasonable and duly documented expenses incurred in the orderly demobilization and closing-up of the Services, subject to the applicable State/Department norms and read with the Force Majeure provisions of this Contract. b) Termination Due to Default of selected organization or selected organization-Initiated Termination (without Client fault), including Consequences and Liquidated Damages: Where the Contract is terminated due to the selected organization's default, or where the selected organization terminates the Contract for reasons not attributable to the Client: (i). the Performance Security may be forfeited; (ii). the selected organization shall be liable for any additional costs incurred by the Client in completing the Services; and (iii). the Client may impose Liquidated Damages in accordance with the SCC. The Client may also deduct such Liquidated Damages, as well as any excess procurement costs or other documented losses, from any amounts otherwise payable to the selected organization. (iv). For avoidance of doubt, events of Force Majeure shall not constitute default under this Clause and shall be dealt with in accordance with Clause (a) and the Force Majeure provisions of this Contract. c) Return of Property and Final Records Upon termination, the selected organization shall promptly: (i). hand over to the Client all documents, data, reports, software (including source code, where applicable), and any other property belonging to or paid for by the Client; and (ii). submit all outstanding invoices, supporting records, and a final statement of accounts for Services performed up to the Effective Date of Termination. d) Survival Termination shall be without prejudice to rights and remedies accrued prior to termination. Provisions relating to confidentiality, intellectual property, indemnity,

	limitation of liability, dispute resolution, and any other provisions intended to survive termination shall continue in full force and effect.
Obligations of the selected organization	
3.1 General	
	The selected organization shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The selected organization shall act at all times as a faithful adviser to the Client in all matters relating to this Contract and the Services. The selected organization shall support and safeguard the Client's legitimate interests in dealings with Sub-Consultants, contractors, or any third parties engaged in connection with the Services.
3.2 Conflict of Interests	3.2.1 The selected organization shall hold the client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. 3.2.2 The selected organization agrees that, during the term of this Contract and after its termination, the selected organization and any entity affiliated with the selected organization shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise **indicated in the SCC.** 3.2.3 The payment of the selected organization pursuant to GCC shall constitute the selected organization's only payment in connection with this Contract and the selected organization shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the selected organization shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 3.2.4 Furthermore, if the selected organization, as part of the Services, has the responsibility of advising the client on the procurement of goods, works or services, the selected organization shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the selected organization in the exercise of such procurement responsibility shall be for the account of the client. 3.2.5 The selected organization shall not engage and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. 3.2.6 The selected organization has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the selected organization or the termination of its Contract.
3.3 Confidentiality	**3.3.1 Obligation of Confidentiality:** Except with the prior written consent of the Client, the selected organization and its Experts shall not, at any time, communicate to any person or entity any confidential information acquired in the course of performing the Services, nor shall the selected organization or its Experts make public the recommendations, analyses, or other materials prepared or formulated in the course of, or as a result of, the Services. **3.3.2 Disclosure Required by Law:** If the selected organization or its representatives are requested or required by applicable law, regulation, or legal or administrative process to disclose any Confidential Information, or if the selected organization wishes to disclose information to its professional indemnity insurers or advisers, the selected organization shall, to the extent legally and practically possible: a) Promptly notify the Client of such request or requirement, to allow the Client to seek an appropriate protective order or other remedy; and b) If a protective order or other remedy is not obtained, disclose only the portion of the Confidential Information that is legally or professionally required to be disclosed

3.4 Insurance to be Taken Out by the selected organization	The selected organization a) shall take out and maintain, and shall cause any Sub-Consultancy Firm to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and b) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid. c) The selected organization shall ensure that such insurance is in place prior to commencing the Services.
3.5 Selected organization's Actions Requiring client's Prior Approval	The selected organization shall obtain the client's prior approval in writing before taking any of the following actions: entering into a subcontract for the performance of any part of the Services, changing the Program of activities; and any other action that may be **specified in the SCC**.
3.6 Reporting Obligations	The selected organization shall submit to the client the reports and documents specified in **RFP**, in the form, in the numbers and within the time periods set forth in the said RFP**.**
3.7 Documents Prepared by the selected organization to Be the Property of the client	**3.7.1 Commission to own intellectual property created**: All rights to any intellectual property conceived or produced by the selected organization for the Client in the course of performing the Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the selected organization for the purpose of providing the Services are the property of the Client from the date that property is created or developed and the selected organization waives in favour of the Client any moral rights that the selected organization may have. **3.7.2 Existing intellectual property**: Despite anything to the contrary contained in this Agreement, it is understood and agreed that the selected organization shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the selected organization prior to, or acquired by the selected organization during, the performance of this Agreement and the selected organization will not be restricted in any way with respect to the same. **3.7.3 On termination or completion**: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Services, the selected organization will deliver to the Client all information (including information that is in electronic form), confidential information, intellectual property, working papers, reports or other papers that are the property of the Client. **3.7.4** Any specific restrictions if any that may be specified in the **SCC**
Selected organization's Experts	
4.1 Description of Key Experts	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the selected organization's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in **Appendix B** are hereby approved by the client.
4.2 Removal and/or Replacement of Experts	4.2.1 Except as the client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the selected organization, it becomes necessary to replace any of the Key Experts, the selected organization shall provide as a replacement a person of equivalent or better qualifications. 4.2.2 If the client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the selected organization shall, at the client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client. 4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the client to be incompetent or incapable in discharging assigned duties, the client, specifying the grounds therefore, may request the selected organization to provide a replacement. 4.2.4 The selected organization shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts. 4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution

	may be considered only based on the selected organization's written request and due to circumstances outside the reasonable control of the selected organization, including but not limited to death or medical incapacity or resignation or personal exigencies. In such case, the selected organization shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration within 30 days of such unavailability.
Obligations of the client	
5.1 Assistance and Exemptions	The client warrants that the selected organization shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The client shall use its best efforts to provide the Consultancy Firm such assistance and exemptions as **specified in the SCC**.
5.2 Services, Facilities and Property of the client	The client shall make available to the selected organization and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in RFP.
5.3 Counterpart Personnel	5.3.1 The client shall make available to the selected organization free of charge such professional and support counterpart personnel, to be nominated by the client with the selected organization's advice, if specified in **RFP.** 5.3.2 Professional and support counterpart personnel, excluding client's liaison personnel, shall work under the exclusive direction of the selected organization. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the selected organization that is consistent with the position occupied by such member, the selected organization may request the replacement of such member, and the client shall not unreasonably refuse to act upon such request.
5.4 Payment Obligation	In consideration of the Services performed by the selected organization under this Contract, the Client shall make payments to the selected organization in accordance with GCC Clause 6.3. All payments shall cover remuneration for actual time spent by personnel at the agreed Personnel Rates specified in Appendix A, and reimbursable expenses incurred for approved travel, lodging, boarding, and other incidental costs, supported by valid documentation. No advance payment shall be made by the Client under this Contract.
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the selected organization under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
Payments	
6.1 Contract Price	6.1.1 The Consultancy Firm's Contract Price is **set forth in the SCC**. The Contract price breakdown is provided in **Appendix C**. 6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in **RFP**.
6.2 Taxes and Duties	6.2.1 The selected organization, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract. 6.2.2 As an exception to the above and **as stated in the SCC**, the GST is reimbursed to the Consultancy Firm.
6.3 Mode of Billing and Payment	6.3.1 Total Payment Cap: The total payments under this Contract shall not exceed the Contract Price set forth in Clause 6.1.1. 6.3.2 Payment Basis: Payments shall be made based on actual time spent by personnel at the agreed Personnel Rates, together with reimbursable expenses as per Client norms. 6.3.3 Invoicing and Payment Cycle: The Consultancy Firm shall submit pre-receipted invoices, along with validated timesheets and supporting documents, at the end of each month or quarter (as specified in the SCC). The Client shall make payment within forty-five (45) days of receipt of such invoices. Payment may be withheld only if discrepancies are identified, in which case the selected organization shall promptly correct and resubmit. 6.3.4 Final Payment and Reconciliation: The final payment shall be made only after all Services under this Contract have been completed or the Contract has been terminated. The selected organization shall submit a final reconciliation of all hours worked and reimbursable

	expenses, which shall be approved by the Client before release of any remaining payments. 6.3.5 Payment Account: All payments shall be made to the Consultancy Firm's account specified in the SCC.
6.4 Interest on Delayed Payments	If the client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Consultancy Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate **stated in the SCC**.
Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation through mutual discussions.
7.2 Dispute Settlement	A) Any dispute between the Parties arising under or in relation to this Contract which cannot be settled amicably in accordance with Clause 7.1 shall be resolved through **mediation** in accordance with the provisions of the **Mediation Act, 2023**, as amended from time to time, in the manner specified in the SCC. **B) 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. **B)** If the dispute is not resolved through mediation within the period specified in the SCC, either Party may seek appropriate remedies before the **Patna High Court.**
Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
Limitation of Liability	The total aggregate liability of the selected organization, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value.
Indemnity	The selected organization shall at all times indemnify and keep indemnified the client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The selected organization shall indemnify the client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the selected organization. The client shall also indemnify the selected organization for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the client or any of its personnel.

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is **"Selection of a Consultancy Firm for the State Project Monitoring Unit (SPMU) under the "Pradhan Mantri Skilling and Employability Transformation Through Upgraded ITIs" (PM-SETU) in Bihar"**
1.1(d)	The client is *Bihar Skill Development Mission, Youth, Employment and Skill Development Department, Government of Bihar, A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001*
1.1(e)	The selected organization/service provider is a legally established professional entity selected by the client to provide the Services under the signed contract as specified in SCC.
1.4	The addresses are: Client: *Bihar Skill Development Mission, Youth, Employment and Skill Development Department, Government of Bihar, A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001* Attention: Mission Director, BSDM E-mail: Selected Organization: Attention: Facsimile: E-mail:-
1.6	The Authorized Representatives are: For the client: Name Title For the selected organization: Name Title
1.7	The authorized member in charge is: **Not Applicable**
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is within thirty (30) days after contract signing .
2.3.1	The Intended Completion Date is **as per contract agreement/validity.**
2.3.2	Liquidated Damages/Penalty shall be 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value in total. Once the maximum is reached, the client may resort to termination of contract due to selected organization's default.
2.4.1	Cumulative value of CRs shall not exceed 25 % of Contract Value; approval in writing required before implementation
3.2.2	The client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: Client's liability and worker's compensation – as stipulated in the employees' compensation act. Professional liability – at least 110% of the Contract Price.
3.5 c.	The selected organization shall follow the protocol stipulated in the Terms of Reference and SCC

	regarding entry into the client's facilities, data centres, and laboratories, including protocols for handling, transporting, and securing equipment, software media, and sensitive data."
3.7	There are no specific restrictions.
5.1	The client shall provide the necessary assistance in providing gate-passes for smooth entry of the selected organization's vehicles and employees.
6.1	The Contract Price is ______________________________ inclusive of all taxes.
6.2.2	The amount of GST reimbursable to the selected organization will be applicable as per prevalent Govt. Rules/Guidelines.
6.3.3	The payment schedule: All payments shall be made in Rs. As per rate mentioned below: (see table below)

Sr. No.	Key Expert Position	Remuneration rate per month inclusive of all excluding GST
1		
2		
3		
4		

Total sum of all instalments shall not exceed the Contract price set up in SCC 6.1

Terms of Payment

a) Payments shall be made quarterly, subject to:

(i) receipt of pre-receipted invoices from the selected organization,

(ii) submission of validated timesheets for personnel deployed,

(iii) verification of attendance (monitored via biometric system or other method), and

(iv) fulfilment of contractual terms and conditions.

b) Quarterly invoices shall include:

 (i) list of personnel deployed,

 (ii) total hours/days worked per person,

 (iii) reimbursable expenses (if any) with supporting documentation,

 (iv) any deliverables completed during the period (if applicable).

c) GST shall be paid separately at the applicable rate.

Final Payment: The final payment will be made only after completion of all services under the contract and submission of the final reconciliation of hours worked and reimbursable expenses, approved by the Client.

6.3.5	Selected Organization's account details for payments under the Contract are as below: Account Name: Account Number: Bank Name: Branch Name: IFSC Code:
6.4	Not Applicable
7.2	In accordance with GCC Clause

Section 9: Annexures

Annexure-I: Power of Attorney for signing of Bid

{On Non-Judicial Stamp Paper of appropriate value}

Know all men by these presents, We, ...(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of .... and presently residing at________________________, who is presently employed with us and holding the position of …………………………., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the RFP published by **Bihar Skill Development Mission (BSDM) vide RFP Reference No _________________________________ dated_____________** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Consultancy Firm' and other conferences and providing information / responses representing us in all matters, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into the contract.

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_____(Month) OF YEAR 2026**

For ……………………………..

(Signature, name, designation and address of Principal)

Witnesses: 1. 2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

Annexure-II: Format of Non-Disclosure Agreement

{On Non-Judicial Stamp Paper of appropriate value}

This Non-Disclosure Agreement made and entered into at [Mention place] this [Day] day of [Month] 2026, BY AND BETWEEN [Bidder name], a __________ (Type of organization) incorporated under the (Name of Act) having its registered office at [Registered Office Address] of the ONE PART are hereinafter as “the Party”.

AND

[RFP inviting authority] having office at [address of RFP inviting authority] (hereinafter referred as Client which express shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART are hereinafter as “the Party”

WHEREAS:

1) Client floated a Request for Proposal for (Name of RFP), the scope of which is specified therein and whereas .... (Name of bidder) has through an RFP process, bid for the work.
2) The (name of bidder) is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3) The (name of bidder) is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to client.
4) For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5) Receiving Party means who receives the confidential information.
6) Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and Client or its representatives to have specific access to Client’s property/ information and other data, it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) “Confidential Information” means all information disclosed/furnished by client to mention] or any such information which comes into the knowledge of the (name of bidder) during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the (name of bidder) to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

“Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of Client including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

The (name of bidder) may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure. Confidential Information does not include information which:

a. is or subsequently becomes legally and publicly available without breach of this Agreement.
b. was rightfully in the possession of the (name of bidder) without any obligation of confidentiality prior to receiving it from Client, or
c. prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
d. was rightfully obtained by the (name of bidder) from a source other than Client without any obligation of confidentiality,
e. was developed by (name of bidder) independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
f. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
g. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of Client. Upon termination of this Agreement, Confidential information shall be returned to Client or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Client in respect of the Confidential Information.

In the event the (name of bidder) is legally compelled to disclose any Confidential Information, the (name of bidder) shall give sufficient notice of 45 days to [state/UT to mention] to prevent or minimize to the extent possible, such disclosure. The (name of bidder) shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of Client. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the (name of bidder) will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The (name of bidder) shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the (name of bidder) who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The (name of bidder) shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The (name of bidder) agrees to notify Client immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a. Information regarding 'Client' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
b. any aspect of Client's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
c. Business processes and procedures; or

d. Current and future business plans; or
e. Personnel information; or
f. Financial information; or
g. Capital adequacy computation workings

3. Publications

The (name of bidder) shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Client.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Client, whichever is earlier. The (name of bidder) hereby agrees and undertakes to Client that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed Client promptly return or destroy, under information to Client, all information received by it from Client for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The (name of bidder) certify in writing to Client that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The (name of bidder) agrees and undertake to treat Confidential Information as confidential for a period of [three (3)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by Client to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Client.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

- The (name of bidder) acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the (name of bidder) will result in irreparable damage to Client for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. Client shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Client shall include Client's costs and expenses of enforcement (including the attorney's fees).

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

- Receiving Party shall return all originals, copies, reproductions and summaries of confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

- Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

  a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives. d. Termination of contract

- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.5. In case of any dispute, both the parties agree for mediation through in accordance with the provisions of the Mediation Act, 2023. If the dispute is not resolved through mediation within 15 days, either parties may seek appropriated remedies before the Hon'ble High Court of Patna.

9.6. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.8 All obligations created by this Agreement shall survive change or termination of the parties" business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both Party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Patna; Bihar shall have exclusive jurisdiction in relation thereto.

12. General

Client discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

On behalf of bidder

SIGNATURE OF AUTHORISED REPRESENTATIVE

Name: Designation:

Witness 1: Signature Name: Designation:

Witness 2: Signature Name: Designation:

Annexure III: Contract Agreement Form

{On Non-Judicial Stamp Paper of appropriate value}

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made and entered into on this the [Insert Day] day of [Insert Month], 20**[Insert Year]**, at [Insert City], India.

BETWEEN

RFP Inviting authority **……………………………..** having its office at …..*Office address*….. (hereinafter referred to as the "client" or "client", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part.

AND

[Name of Bidder], a (Type of Organization) incorporated under the (name of Act), having its registered office at *[Address of Bidder]* (hereinafter referred to as the "Selected Organization/Service Provider", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part.

(client and the selected organization/service provider are hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS:

(a) The client has issued a Request for Proposals (RFP) for the provision of certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) The (name of bidder), having represented to the client that it has the required professional skills, expertise and technical resources, has submitted a (name of bidder)'s Proposal and has been selected to provide the Services on the terms and conditions set forth in this Contract;

(c) The (name of bidder) has agreed to provide the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto agree as follows:

1. Integral Documents

The following documents attached hereto shall be deemed to form and be read as an integral part of this Contract:

(a) The General Conditions of Contract (GCC);

(b) The Special Conditions of Contract (SCC);

The Appendices:

(i) Appendix A: Terms of Reference (Scope of Work, Deliverables, and Timelines)
(ii) Appendix B: Key Experts
(iii) Appendix C: Breakdown of Contract Price
(iv) Appendix D: Other documents, as required (e.g., Performance Bank Guarantee)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; and Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. Mutual Rights and Obligations

The mutual rights and obligations of the client and the Consultancy Firm shall be as set forth in the Contract. In particular:

(a) The Consultancy Firm shall perform the Services in accordance with the provisions of the Contract; and

(b) The client shall make payments to the (name of bidder) in accordance with the provisions of the Contract.

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

For and on behalf of the client *RFP inviting*

Authority (Signature)

(Name):

(Designation):

For and on behalf of the [name of bidder]

(Signature)

(Name):

(Designation):

In the Presence of Witnesses:

1.

2.

Annexure -IV: Submission of Pre-Proposal Queries

Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only and mailed at tenders.bsdm@gmail.com within the stipulated date and time, else the queries may not be entertained by BSDM:

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

Annexure -V: Declaration on Joint Venture/Consortium (Deleted)

(To be submitted on the Letterhead of the Lead Member)

NOT APPLICABLE

Annexure VI: Bank Guarantee Format for Earnest Money Deposit (EMD)-Deleted

NOT APPLICABLE

Annexure VII: Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value)

Ref Bank Guarantee No…………… Date…………………………...

To____________

Whereas M/s……………………………………………………with its Registered/ Head Office at____________(name and address of the bidder, hereinafter called "the selected organization/service provider", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of Letter of Award (LOA) vide reference no ……….. date……………. to delivery (description of Services) (hereinafter called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Consultancy Firm shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we …………………… with our Head Office at…………………………. (name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultancy Firm such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the (name of bidder), up to a total of _________________________(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the (name of bidder) to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the name of bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the (name of bidder) before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the (name of bidder)'s.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultancy Firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the …………day of …….20…

Our…………………………………branch at………………*(Name & Address of the ………….…………..*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ....* branch a written claim or demand and received by us at our …………………..* branch on or before Dt………….. otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

………………………………………….

…………………………………………. Name and designation of the officer

…………………………………………

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Annexure VIII: Note on Integrity Pact

Preamble

The Client intends to award, under laid down organization procedures, contract for (name of RFP). The Client values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the bidders.

In order to achieve these goals, by publication of this RFP and bidder by participating in the same will be agreeing to this Note on 'Integrity Pact' which will form an integral part of the RFP and the bidder's proposal.

It is hereby agreed by and between the parties as under:

Section I – Commitments of Client

1. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   a. The Client undertakes that no official of the Client connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
   b. The Client will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidder and could obtain an advantage in relation to the tender process or the contract execution.
   c. The Client will exclude from evaluation of Bids its such employee(s) who has any personal interest in the bidders participating in the Bidding process.
2. If the Client obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section II – Commitments of the bidder

1. The Consultancy Firm commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
   a. The bidder will not, directly or through any other person or firm, offer, promise or give to the Client, or to any of the Client's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
   b. The bidder shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other bidder. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non –submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
   c. The bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Consultancy Firm will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by the Client part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   d. The bidder will not pass any information provided by the Client as part of business relationship to others and not to commit any offence under PC/IPC Act.
   e. The bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.

f. The bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

g. The bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of the Client.

(2) The Consultancy Firm will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contract

1. If the bidder before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as bidder into question, the Client may disqualify the bidder from the tender process or terminate the contract, if already signed, for such reason.
2. If the bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, the Client may after following due procedures also exclude the bidder from future contract ward processes. The imposition and duration of the exclusion will be determined by severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
3. If the bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Client may revoke the exclusion prematurely. However, decision of the Client in this regard shall be final and binding on the Consultancy Firm.

Section IV – Liability for violation of Integrity Pact

1. If the Client has disqualified the bidder from the tender process prior to the award under Section III, the Client may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.
2. If the Client has terminated the contract under Section III, the Client may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

1. The bidder shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all bidders

1. The Client will enter into agreements with identical conditions as this one with all bidders.
2. The Client will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating bidder

If the Client obtains knowledge of conduct of a bidder or an employee or a representative or an associate of a bidder which constitutes corruption, it will initiate necessary punitive action

Section VIII – Pact Duration

This Pact begins when after publication of the RFP by the client and on submission of proposal by the bidder. It expires for the awarded bidder after the closure of the contract and for all other bidders six month after the contract has been awarded.

Annexure IX: Bid Securing Declaration

Bidder exempted from submission of Bid Security are also required to submit this.
(on Bidder's Letterhead)

Bidder's Name_________________________
[Address and Contact Details]

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

Ref: (RFP Name vide RFP No. date)

Dear Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to this RFP document's conditions, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

1. Withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity; or
2. Being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
   (a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
   (b) Fail or refuse to sign the contract.

3. We know that this Proposal-Securing Declaration shall expire
   A. If the contract is not decided - forty-five days after the expiration of the Proposal validity, any extension to it.
   B. If the contract is not awarded to us - not later than thirty days after the conclusion of the resultant contract, or
   C. If the contract is awarded to us - after receipt of performance security from them

Authorised Signatory
(Signature with date)
(Name and designation)