

REQUEST FOR PROPOSAL

**FOR
Empanelment of Agency for Providing Foreign Language Training at
Bihar Skill Development Mission (BSDM)**



Tender No: BSDM/Foreign Language Training/93/2025-01

Dated: 03/06/2025

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

Notice Inviting Request for Proposal

RFP No: BSDM/Foreign Language Training/93/2025-01

Date- 03/06/2025

Secretary, Labour Resources Department, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Two Bid System) from reputed and experienced Agencies for **Empanelment of Agency for foreign Language Training at Bihar Skill Development Mission (BSDM).**

This Request for Proposal (RFP) seeks solutions to empower students in Bihar with robust foreign language capabilities under the BSDM's programs, it is proposed to empanel services of reputed, professional and competent organizations for Establishing (infrastructure & Lab set-up), Operating and Maintenance of Training Center/s.

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

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

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

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

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

A) Technical Bid B) Financial Bid

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the "e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be available to download from the above websites from **Date-03.06.2025**. The **Pre-bid meeting** will be held on **15:00 Hrs. of Date-09.06.2025 (through physical & virtual mode)**. The last date for uploading of proposal/bid will be **Date-25.06.2025 to 15.00 Hrs.** Technical Bid will be opened on or after **Date-25.06.2025 post 15:00 Hrs.** **The Evaluation of Bids will be under QCBS system.** Please refer RFP document for complete details.

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 bidder shall have any cause of action or claim against the undersigned for the same.

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

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

1.1 Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time: Duration
1	Online Download date of Tender documents	From Date-03.06.2025 (https://www.eproc2.bihar.gov.in)
2	Last Date/Time for submission/ uploading of Proposal	Date Date-25.06.2025 up to 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
3	Date & time for opening of Proposal	On Date Date-25.06.2025 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
4	Date, Time and Place of Pre- Bid Meeting	Bihar Skill Development Mission # 5th Floor, A-Wing, Niyogan Bhawan, Bailey Road, Patna-800001, on 15:00 Hrs. of Date-09.06.2025. A Virtual Link will be given on the E-mail address provided by interested bidders in the pre-bid format. The pre bid meeting will be held through physical & virtual modes.
5	Publishing of Pre-Bid queries response	Latest by Date-11.06.2025 Days on best effort basis at e-proc Website / BSDM website
6	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
7	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
8	Method of Selection	As per RFP
9	Bidding in Consortium/Joint Venture	Not permitted
10.	Bid Proposal Validity	180 days from the last date of bid submission.
11	Agreement Period	One Year from the date of signing of contract; extendable further based on satisfactory performance/project requirement and based on the sole discretion of BSDM.
12	Contact person/Nodal Officer for queries	Name: Suresh Kumar Singh & Designation: Mission Director Email: md.bsdm@gmail.com & contact no: 7979706411

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>)
- Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."

- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in sectioned, in the online standard formats given in e-Procurement website (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificate/documents in the e-Procurement website (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
 - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 180 days from the last date of bid submission.
- **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: 18005726571”** Email ID: eproc2support@bihar.gov.in.
- **Corrigendum/ Addendum/ amendments if any, will be published on the departmental website <http://www.skillmissionbihar.org> and e-Procurement, Bihar (<https://www.eproc2.bihar.gov.in> .in itself. All such corrigendum/ addendum/ amendments shall be binding on all the applicants. The applicants are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.**
- **Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, expresses or implied, that this process will result in a business transaction between anyone.**

SD/-

Mission Director,

Bihar Skill Development Mission

Labour Resource Department, Government of Bihar

e-Tendering Process Related Instructions

Submission of Proposals Through electronic mode only:

The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in. The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.

The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.

Tender Processing Fee (TPF), Document Fee and EMD to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card & Net Banking) only.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal <https://www.eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. The department / Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason." The tender opening will be done online only. Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) and BSDM website (<https://skillmissionbihar.org>) only.

For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Opposite Vidyapeeth Institute, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014". "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.

Disclaimer

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

List of Definitions and Abbreviations

Definitions

- i. “BSDM” means Bihar Skill Development Mission
- ii. “Contract” means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed thereon.
- iii. “Day” means a calendar day
- iv. “Key Expert (s)” means personnel to be deployed at respective Foreign Language Expert and whose CV will be shared and approved by BSDM before deployment for the respective Language Training. These personnel will be needed to be on the payroll of the Bidder.
- v. “Competent Authority” means an authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement
- vi. “Procurement Process” means the process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be.
- vii. “LOI” means the Letter of Invitation sent by the Client to the selected Agency.
- viii. “LOA” means the Letter sent by client to the selected Agency after the legal agreement. LOI and LOA may be used interchangeably.
- ix. “Proposal/Bid” means the Technical Proposal and the Financial Proposal of the Agency in response to the RFP.
- x. “Proposal due date” means the date of opening of the technical bid.
- xi. “RFP” means the Request for Proposals prepared by the Client for the selection of Agency’s for Establishing, Operating and Maintenance.
- xii. “Services” means the work to be performed by the Agency pursuant to the Contract. “TOR” (in RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

Abbreviations

Abbreviation	Particular
BSDM	Bihar Skill Development Mission
EMD	Earnest Money Deposit
FY	Financial Year
FTP	Full Technical Proposal
GPS	Global Positioning System
MIS	Management Information System
NCVT	National Council for Vocational Training
LOA	Letter of Award
LOI	letter of Intent
MSDE	Ministry of Skill Development and Entrepreneurship
NSDC	National Skill Development Corporation
RFP	Request for Proposal
SSC	Sector Skill Council
NSQF	National Skill Qualification Framnetwork
PMKVY	Pradhan Mantri Kaushal Vikas Yojna
GST	Goods and Services Tax
WO/PO	Work Order/ Purchase Order
MD	Mission Director
CEO	Chief Executive Officer

1. About BSDM:

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

2. Objective

- To facilitate generation of adequate employment opportunities through a policy framework.
- To encourage and facilitate skill training for youth of Bihar.
- To monitor generation of employment in different sectors.
- To facilitate launching of training programs for both uneducated and educated unemployed persons for up-gradation of their skills.
- To formulate area and trade specific strategies for maximizing employment opportunities on a sustainable basis in the State supported by private sector.

3. Background

The Bihar Skill Development Mission (BSDM), an initiative of the Labour Resources Department, Government of Bihar, aims to equip Bihar's youth with essential skills in Proficiency in a foreign language offers a significant advantage for employment, opening doors to global job opportunities. Being multilingual is crucial for developing highly employable candidates who meet the demands of today's globalized market.

Multilingual skills are invaluable for Bihar's youth seeking employment. For the student of Bihar foreign language learning provides a distinct competitive edge, opening doors to specialized roles and global collaborations. Students who recognize the importance of acquiring a foreign language, such as German, English, Japanese, or Arabic, gain a significant advantage, as a certificate in these courses unlocks new avenues in global professional forums. In today's interconnected world, marked by evolving economic, political, and socio-cultural landscapes, mastering other languages promises superior career prospects and facilitates pathways to higher studies abroad, directly contributing to the employability of Bihar's youth. **The BSDM proposes to conduct foreign language courses such as German, English, Japanese, Arabic etc.**

4. The Objective

- i. To provide international standards of native language training to support the youth of Bihar to learn various foreign languages for better overseas employment and career opportunities.
- ii. To learn the basic language level as per the needs of the overseas employers.

5. Scope of work: -

BSDM invites proposals from reputed agencies for providing Language Training at various training centers under the ambit of BSDM. The agency empaneled will provide qualified and experienced **one Trainers to conduct each Language Training at BSDM**. The detailed scope of work for the Trainers is outlined below:

- 5.1. Time shall be of the essence in the performance of the Party respective obligations. If any time period specified herein is extended for the reason specified in the Agreement, any such extension

if granted needs to be adhered to strictly.

- The selected agencies would be required to carry out the Training Activities to the identified students by BSDM within stipulated timelines which shall be decided by MD, BSDM.
- The following is the broad scope of work for selected Agencies if they are sanctioned work order under this initiative. Detailed scope of work shall be incorporated into the Agreement signed between BSDM and the Selected Agencies prior to execution of work.
- By the end of the course, students will be able to communicate/write and read in their respective Languages (German, English, Japanese, Arabic etc.).
- **The financial cost per trainer will remain the same, even if additional trainers are added at a later dates' basis on the time-to-time requirement.**
- **BSDM may ask to expand the scope for establishment of labs at different locations including software and hardware installation where payment shall be made basis on the number of systems installed as per quoted rate by the bidder.**

5.2. Trainers:

- The Trainers must be qualified and competent enough to train the students to obtain the required outcome.
- The Trainers must be certified and have certificate of specialized language training.
- Persons deployed as trainers by the Agencies must be competent instructors in possession of requisite Qualification, Certification, Knowledge, Skills and Experience in their domain.

5.3. Required Qualification of Language Trainers

- German: - The candidate should be graduate in any stream and should have certificate of B2/C1 or higher level of German proficiency, along with a degree in German language studies or a related field.
- English: - The candidates should be graduate in English. The Candidates should be certified from IELTS with the Band 7 score in all listening, reading, writing and speaking
- Japanese: - The candidates should be graduate in any stream. Demonstrate, have fluency and a good understanding of Japanese grammar, vocabulary, and culture. The candidate should have strong foundation in the Japanese language and at least JLPT N2 or N3 level certified.
- Arabic: - The candidate should be graduated in any stream and should be certified from ALPT (Arabic Language Proficiency Test) or CAAS (Certificat d'Aptitude en Arabe Standard) or Qiyas (Standardized Tests in Saudi Arabia)

5.4. Software Requirement:

- The software should have capabilities of Listening, Recording and Comparing of Speech patterns both via audio and visual. The software should have speech spectrographs for visualization.
- The software should be based on a neutral accent and should not use foreign accent.
- The software should consist of a glossary of words with correct pronunciation in the Indian context.
- The software should have 3D animated mouth movements for proper articulation for all 44 sounds.
- Should have a Mother Tongue Influence (MTI) removal tool.

- The English and other foreign language software should assist in acquiring communicative English using day to day situations. It should also cater to all four skills:
 - ❖ **Listening-** Conversation, Narrative, Advertisement, News
 - ❖ **Speaking-** Conversation, Public speaking, Opinion
 - ❖ **Reading-** Skimming & Scanning, Identifying Facts & Opinion, Loud Reading, Paragraph Reading, Silent Reading
 - ❖ **Writing-** Dairy Writing, Picture based Writing (assisted writing), Formal Letter, Informal Letter Paragraph, Email, Blog, Analytical Paragraph
 - ❖ **Grammar-** Articles, Nouns, Pronouns, Adjectives, Verbs, Adverbs, Tenses, Prepositions, Conjunctions, Interjections, Determiners, Direct – Indirect Speech, Subject Verb Agreement, Clauses, Active Passive Voice, Modals, Order of Words

And also, Vocabulary of a minimum 3000 words with CEFR levels

- The software should have pre-defined lesson plans
- Student courseware/workbooks should be available in accordance with the Software. Sample hard copies to be provided at the time of the technical presentation.
- There should not be a limit on the number of student logins to be created.
- There should be automatic update features available using **Automatic Patch Server**
- There should be a **mobile app** available for the students to always access the exercises and practice components. This App should be available on Android as well as iOS platforms. The student's data on the App should be automatically synced with the schools server via the internet.
- Special App for students' assessment should be made available for taking assessments and examination. The same should also be available in desktop version of the language lab software.
- Digital library books (more than 100) should be available in the software for students to listen to – read- record. The recorded books of the students should be available.
- The Software should work on Desktop PCs, Thin Client and Android Tablets / Smart phones
- The English Language Lab should work on Windows, Android as well as the Linux operating systems The software should not have any plagiarized content i.e. no data from the internet should be downloaded as part of content.
- The company should own the IPR of all the content used in the language lab. 60% of the tutorials has to be a teachers led/offline mode in every CEFR levels through a qualified faculty
- A web-based Central Dashboard should be there for the centralized team to access the reports of each of the Batch

5.5. Others

- There should be a company's support centre with proper support procedures like a web-based ticketing system
- Students' recordings should be made available to the teachers for evaluation at any time, during and after the candidate sessions
- Teacher should be able to create tasks for students to work later
- Detailed reports on the activities performed by the students as well as teachers should be made available
- Content should purely be multimedia based and comprise of graphics, audio, video and should be highly interactive in nature.

- The content should be as per the recommendations of the Common European Framework of Reference (CEFR)
- Should have 10 levels ranging from pre-A1 to C1 level with substantial content to hone the learner's skills and should be based on the Blended Learning Mechanism, i.e. It should have Instructor Lead Teaching (ILT/ Classroom teaching) content as well as Computer Based Training (CBT/Lab practice) Content. Initial levels should use contextual learning methodology.

5.6. Assessments & Certification:

- Regular tests and internal assessment tests will be conducted by the trainers and the language software should have provisions for language test/assessment as per the international standards for language test.
- By the end of the course, an examination will be conducted, and marks/grading/ranking will be provided by the Training Organization.

After completion of training, trainees would be assessed and **certified by Third Party Evaluation** by a reputed international assessment and certification agencies as decided by BSDM.

Note:

- ❖ The above requirement is indicative, and the actual number may change with time, based on the requirement of BSDM.
- ❖ BSDM reserves the right to call candidates for a personnel Interview before final selection and deployment.

- 5.7. The staff to be provided shall be the employees of the Agency and the list of such staff going to be deployed shall be made available to BSDM within **four weeks** from the date of issuance of letter of award (LoA) and contract signing.
- 5.8. The Selected Agency shall furnish the following documents in respect of the personnel who will be deployed at BSDM before the commencement of work.
 - List of persons deployed.
 - CV of the person
 - Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - Copy of international certification with grade/band
 - Any other government issued certificate as a proof of residence and identity.
- 5.9. The Agency will maintain a record/register of attendance on which day-to-day deployment of personnel will be entered. This will be countersigned by the authorized official/representative of BSDM. While raising the bill, the deployment particulars of the personnel engaged during each month should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the concerned official of BSDM, regarding the payment of salaries as per rules and laws in force.
- 5.10. BSDM shall have the right to remove any person if he/she is not performing the job satisfactorily or otherwise. The Agency shall have to arrange a suitable replacement in all such cases.
- 5.11. All statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation Act, etc. The calculation of ESI and EPF for the personnel deployed shall be governed by the EPF Act and ESI Act respectively i.e. the ESI and EPF for the wages of personnel deployed by the bidders shall be calculated on the basic wage which shall in no case be lesser than the

minimum wage as notified by the Government from time to time.

- 5.12. BSDM shall have the right, within reason, to have the employee removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation and approval from BSDM.
- 5.13. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for BSDM. The Agency shall have its own Establishment/Setup/Mechanism, etc. at its own cost to ensure
- 5.14. Correct and satisfactory performance of its liabilities and responsibilities under the contract. The Agency shall ensure that its personnel shall not at any time, without the consent of BSDM in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by BSDM and shall not disclose any information about the affairs of BSDM. This clause does not apply to the information which becomes public knowledge.
- 5.15. BSDM shall not be under any obligation to provide employment to any of the employees of the Agency after the expiry of the contract. BSDM does not recognize any employee-employer relationship with any of the employees of the Agency.
- 5.16. During the course of the contract, if any Agency's personnel is found to be indulging in any corrupt practices causing any loss of revenue to BSDM, it shall be entitled to terminate the contract forthwith duly for RFP the Agency's Performance Guarantee.
- 5.17. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- 5.18. The place of jurisdiction shall be Patna, Bihar for handling any disputes arising out of this contract/agreement.
- 5.19. The bidder shall be entirely responsible for redressing grievances or resolution of disputes relating to personnel deployed.
- 5.20. All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.
- 5.21. BSDM reserves the right to increase or decrease the quantities by giving ten days' notice to the second party.
- 5.22. The contract is valid for one (1) year and can be extended to another year upon the decision of the BSDM Authority.

6. Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of the contract, the Institute reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

- All risks during the transition stage shall be properly documented to ensure a smooth transition without any service disruption.

- The transition plan along with the period shall be mutually agreed upon between the vendor and the Institute when the situation occurs. The vendor shall be released from the project once a successful transition is done meeting the parameters defined for the successful transition.

7. Establishing (infrastructure & Lab set-up)

Center Setup Norms

- BSDM shall provide the classroom space at its identified location for setting up of labs capacity of 30 computers.
- BSDM shall provide necessary support infrastructure for setting-up lab such as Desk/Table/Cubical, chairs, electrical supply points, internet and other support facilities.
- The partnering agency shall provide all in one desktop of following configuration: -
 - ❖ Processor (CPU): -Intel Core i5 (10th Gen or newer)
 - ❖ Random Access Memory (RAM): - 8GB DDR4 RAM +
 - ❖ Storage: - 512GB NVMe SSD (Solid State Drive)
 - ❖ Graphics Card (GPU): - Integrated Graphics (Intel UHD Graphics)
 - ❖ Operating System (OS): - Windows 11 Pro (64-bit)
 - ❖ Audio & Peripherals (Crucial for Language Learning): - High-quality USB headset with noise-cancelling microphone.
 - ❖ Webcam (Optional but Recommended for interactive sessions): - Full HD (1080p) webcam
 - ❖ Speakers: - Integrated speakers or basic external speakers
 - ❖ Keyboard and Mouse: - Standard USB keyboard and optical mouse.
 - ❖ Network Connectivity: - Gigabit Ethernet (wired connection) and Wi-Fi 5 (802.11ac) or Wi-Fi 6 (802.11ax).
 - ❖ Display: - 22-inch Full HD (1920x1080) IPS Monitor
 - ❖ Other Application which required for Language learning.

Ensure that the chosen operating system and hardware are compatible with the specific language learning software (e.g., Rosetta Stone, Duolingo desktop applications, Babbel, specialized language lab software) and any other educational tools planned for use.

Reliable antivirus software and regular updates for the OS and applications are crucial for security and smooth operation.

By implementing this configuration, the Bihar Skill Development Mission can provide a highly effective and engaging learning environment for its youth, empowering them with critical foreign language skills for global employment.

Upon project completion or contract termination, all **infrastructure and lab setup equipment** will be retained by BSDM.

8. Liquidated Damages: -

The liquidated damage is an estimate of the loss or damage that BSDM may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder. If the bidder fails to

deliver the services within the time period(s) specified in the contract, BSDM shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the order value for every week (seven days) or part thereof of delay, would be levied subject to maximum 4 weeks. It means the bidder shall have the liability of delayed supply to a maximum of 4 weeks after the expiry of the scheduled delivery date. After that the supply order shall be cancelled and EMD will be forfeited, and the bidder will be debarred from participation in any future tenders.

9. Payment terms and conditions: -

The payment terms are as per the following Schedule.

Criteria	Payment Schedule
Trainer Cost & Lab Maintenance Cost for 30 system	The applicant organization will submit monthly invoices.
Lab Set up Cost (including infrastructure cost (30 system setup for each batch) Software cost if any & certificate cost))	Payment will be made upon successful installation of the lab setup, as per RFP requirements.

Note: Payouts will be directly transferred to the Agency's bank account after deducting TDS (as per the applicable rates).

Note: - No payment shall be made in advance or the final decision on the payment schedule shall be made competent Authority.

10. Indemnification: -

- 11.1 The Bidder shall, at its own expense, defend and indemnify BSDM against any third-party claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub-contractors, vendors, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labor Laws including wages, salaries, remuneration, compensation or like.
- 11.2 The Bidder shall indemnify, protect and save BSDM and hold BSDM harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from:
 - A gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
 - Breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder.
- 11.3 Use of the deliverables and or services provided by the Bidder.
- 11.4 Infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- 11.5 The Bidder shall further indemnify BSDM against any proven loss or damage to BSDM's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's

employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

- 11.6 The Bidder shall further indemnify BSDM against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BSDM for malfunctioning of the equipment at all points of time.

11. Termination and Blacklisting:

- 12.1 BSDM may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days' written notice of termination to the Second Party.
- 12.2 If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- 12.3 If the vendor becomes insolvent or goes into compulsory liquidation. If the vendor, in the judgment of BSDM, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.4 If the vendor submits to BSDM a false statement which has a material effect on the rights, obligations, or interests of BSDM.
- 12.5 If the vendor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to BSDM.
- 12.6 If the vendor fails to provide Quality services as envisaged under this Agreement.
- 12.7 Serious discrepancies and delays in the delivery of services or the performance levels agreed upon, might have an impact on the functioning.
- 12.8 Failure of the vendor to mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- 12.9 Failure to abide by any lawful directions of BSDM.

Note: - Blacklisting/Debarment of the vendor shall be a natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by BSDM. Provided that before placing the vendor on the blacklist, with or without the termination of the contract, BSDM shall issue a notice giving 15 days of time to the vendor.

12. Penalties: -

- a) BSDM may impose a suitable penalty on the vendor for the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, BSDM shall issue a notice given 15 days of time to the vendor before imposing a penalty of more than INR 1 Lakh (One lakh).
- b) Failure to provide alternative staff immediately shall **attract a penalty @1% of the monthly cost per day per person** who is found missing/absent from duty till the staff is available.

13. Termination Payments: - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, BSDM may encash and appropriate the performance security/bank guarantee etc. BSDM may clear outstanding dues of the sub-vendors of

the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

14. Foreclosure with Mutual consent: -

- 15.1 Without prejudice to any provisions of this agreement, BSDM and the vendor may foreclose this agreement by mutual consent in circumstances that do not constitute either party's default without any liability or consequential future liability for either party.
- 15.2 Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- 15.3 In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreed by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- 15.4 Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- 15.5 For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of BSDM.

15. Fraud or Corrupt Practices

- a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, BSDM may reject a bid, withdraw the LOI/WO debar the bidder for one year from participating in the future projects of BSDM or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, BSDM shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, regarding the RFP, including consideration and evaluation of such Bidders Empanelment.
- b. Without prejudice to the rights of BSDM under Clause above and the rights and remedies which BSDM may have under the LOI/WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by BSDM during a period of <1(one)year> from the date such Bidder, is found by BSDM to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.
- ii. “Fraudulent practice” means aim is the representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- iii. “Coercive practice” means impairing or harming or threatening to impaired harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.
- iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BSDM, Government of Bihar with the objective of canvassing, lobbying in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

16. Dispute Resolution

- a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between BSDM and the vendor’s representative.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - i. **Conciliation:-** All disputes or differences whatsoever arising between the parties out of or relating to the training/teaching, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - ii. The dispute shall be first referred to the MD, BSDM Patna for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - iii. **Arbitration: -** In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
 - iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
 - v. The Arbitral award shall be final and binding on both the parties.
 - vi. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by BSDM unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by BSDM, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any unless it

is the subject matter or one of the subject matters thereof

17. Right to terminate the process: -

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

18.2 This RFP does not constitute an offer by BSDM. The bidder's participation in this process may result in BSDM selecting the bidder to engage towards execution of the contract.

18. Pre-Qualification: -

19.1 **Proposal Eligibility Criteria:** -The Bidders must carefully examine the below-mentioned eligibility criteria to be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

19.2 **BSDM will scrutinize the bids received to determine whether they are complete and as per the RFP requirement. The Bids meeting the criteria will be taken forward to the next stage of evaluation i.e. technical evaluation. If the documents are found to match the format, the Bidder will be eligible for technical evaluation. All the supporting documents/documentary evidence must be attached as per specifications.**

SN	Particulars	Proof Required
1	The Applicant Organization (AO) must be registered on or before 31.03.2021. Consortiums / Joint Ventures are not allowed.	Incorporation/ Registration Certificate
2	Applicant Organization may be Proprietorship, Partnership, Trust, Society, Public or Private Limited Company, Government or Private Educational Institutions - Nursing, Paramedical, Polytechnic, Engineering colleges	Proprietorship: Udyog Aadhaar / GST Registration / Registration under Shop & Establishment Act. Partnership: Registered Partnership Deed Trust: Trust Deed Society: Registration Certificate Public or Private Limited Company: Certificate of Incorporation Government or Private Educational Institution: Nursing, Paramedical, Polytechnic, Engineering colleges: Proof of registration.
3	The Applicant Organization must have a minimum Average Annual Turnover of at least INR 50 Lakh in the three financial years i.e. FY 2021-22, 22-23 & 23-24.	Audited Balance Sheet & Profit & Loss / Income Expenditure Account Also Submit a CA Certificate stating the above figures with UDIN (Annexure I)
4	The Applicant Organization must have a positive net worth of at-least Rs. 25 Lac as on 31.03.2024.	Audited Balance Sheet also Submit a CA Certificate stating the above figures with UDIN (Annexure I)
5	Experience	The bidder shall have a minimum of 5 year of experience in providing Foreign Language Training of an operational and

		trained university-level student in foreign language and similar nature as on the date of submission of the bid. The bidder must have expertise in delivering offline/online instruction in foreign language mentioned in RFP. (Form 5)
6	The Applicant Organization must have to mandatorily submit an Affidavit that it has not been blacklisted / debarred by any Central/ State Govt. or their undertakings.	Self -Declaration from the bidder (Form 3: Non-Blacklisting declaration)
7	Any form of Consortiums/Subcontracting is not allowed without prior written approval of BSDM	Self-Declaration from the bidder (Form 1: Submission Letter/Cover Letter)

19. Technical Evaluation: -

The Bidders shall be evaluated on the following parameters:

SN	Requirement	Maximum Marks	Evaluation Criteria
1	Company Credentials (No. of Years in operation) 1. 0-5 years — 5 Marks 2. More than 5 Years—10 Marks	10	The Bidder should be a legal entity registered and operating under the relevant laws of India.
2	Turnover	10	- 05 marks for an average turnover < ₹50 Lakhs - 10 marks for a ₹50 Lakhs and above
3	Experience	20	- 10 marks for meeting criteria (Similar nature of work of ₹20 Lakhs) - 15 Marks for (Similar nature of work between ₹20 Lakhs to ₹50 Lakhs) - 20 Marks for (Similar nature of work more than 50 Lakhs) Work Order/Completion Certificate
4	Manpower/ Language Trainer	10	CV of Manpower/Language Trainer as per the Scope of Work (it should mention the relevant Qualification)
5	Technical Presentation (Technical Presentation date to be notified to bidders via email/Phone)	50	Quality/experience of Manpower/Trainer (10marks) Company relevant experienced (10 marks) Understanding of requirement and Timelines of deployment, Access of requirement (30 marks)
	Grand Total	100	A minimum of 70 marks is required to qualify further evaluation (i.e. to be a part of financial bid)

NOTE: (Presentation Date will be confirmed Via Email/Phone).

- Bidders who score at least 70/100 in technical evaluation criteria will be considered technically qualified.

- b. Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Bidder must be on the letterhead and is to be signed by an authorized signatory only.
- c. Completion Letter/Reference Letter from the relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.
- d. If any of the criteria / information is not deducible from the submitted documents, marks will not be awarded in those criteria, though the Tender Evaluation Committee can ask for clarifications at their discretion.
- e. Technical bids submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would also undertake a discussion/presentation with the Bidders on the understanding of the assignment, proposed ideas and solutions, and the experiences. The technical capabilities and competence of the Bidders should be reflected in the discussion/presentation.
- f. BSDM will inform the date, time and venue of the discussion/presentation to the Bidders.
- g. Based on the details submitted by the Bidder in the Technical Proposal and the Discussion/Presentation with the Evaluation Committee at BSDM, the Technical Evaluation of the eligible Bidders will be carried out.

20. Financial Bid Evaluation

- I. The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given a weightage of 70%. The financial bids will be given a weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with a higher technical score will be given a higher rank. BSDM will appoint the top-ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same, then the bidder with more years of experience will be considered.
- II. Bidders secured at least 70 or more in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
- III. The Bidders are required to quote their total fee (inclusive of GST as applicable) for the assignment. This amount/quote is to be used for financial evaluation purposes and, award of Work Order (if selected).
- IV. After the opening of financial bids of eligible bidders, the financial scoring will be done.
- V. The lowest financial quoted rate will receive the highest marks i.e. 100. Scoring to other higher quoted rates will be assigned using the formula below:
- VI. $\text{Financial Score} = (\text{Lowest Quote among the Bidders} / \text{Quote of the Bidder}) * 100$
- VII. After weighted the scoring of both technical and financial bids, they will be combined together and ranked. The highest scorer will secure Rank 1, then Rank 2 and so on.
- VIII. The Bidder with Rank One (most responsive bid) based on the QCBS system will be selected as the most suitable Bidder using a weightage of 70:30 for Technical and Financial respectively.
- IX. The illustration for the calculation of the combined score is as below:

A	B	C	D	E	F	G	H	I
Sr. No.	Name of the bidder	Technical Score secured (Lowest Rate/Quoted Rate) *100	Weighted Technical Score (Col. D * 0.70)	Actual Financial Rate/Quote (in %)	Financial Score (Lowest Rate/Quoted Rate) *100	Financial Score Weighted (Col. F * 0.30)	Total score (Col. D + Col. G)	Rank

- X. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. Abnormally Low financial bids will be handled as per the guidelines issued by Government.
- XI. Errors & Rectification: If there is a discrepancy between Words and Figures, the Figure indicated in Words will prevail”.
- XII. The total cost is be quoted by also including all the cost associated as defined in the tender Criteria:
- XIII. The Contract will be awarded on QCBS (70:30). BSDM reserves the right to empanel the bidder for organizing events of similar nature for the same bid.

Note: Cut-off date for the above to be taken as date of publication of the tender unless otherwise specified. Documentary evidence must be submitted for each Criteria. Self-declaration needs to be signed by Authorized Signatory / as specified.

21. Right to Accept Any Proposal and to Reject Any or All Proposal(s): -

BSDM reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BSDM action.

22. Contract Finalization and Award: -

23.1 BSDM shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On The Contract will be awarded on the basis of the QCBS Method. BSDM reserves the right to empanel more than one bidder on the Negotiated/Bid rate. BSDM also reserves the right to negotiate with the bidders on the Bid rate on one or more categories.

23.2 BSDM reserves the right to order quantities that may vary according to the specific requirement during the contract duration.

23. Signing of Contract: -

After BSDM notifies the successful bidder that its proposal has been accepted, BSDM shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BSDM and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

24. Failure to Agree with the Terms and Conditions of the RFP: -

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSDM may

award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, BSDM shall invoke the PBG of the most responsive bidder.

25. Earnest Money Deposit

- 25.1 Every applicant participating in the bidding process must furnish the required earnest money deposit (EMD) as specified in the Notice Inviting Proposals (Rs.2,00,000/- only).
- 25.2 EMD of an applicant lying with BSDM in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids.
- 25.3 The EMD of Rs. 2,00,000/- (Two Lakh) only, will be deposited through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, before the last date/time for submission/ uploading of proposal, failing which the bid will be rejected.
- 25.4 This EMD will be non-interest bearing and refundable. If the selected agencies fail to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.
- 25.5 Refund of EMD: The EMD of unsuccessful applicants will be returned within 60 days after completion of RFP process or completion of Bid validity period whichever is earlier. However, in case of successful applicants, the latter may request for the refund of EMD, only after submission of Performance Guarantee for all the centers allotted to it by the respective department.
- 25.6 **Upon successful award of the work the bidder agency has to submit Performance Bank Guarantee to Bihar Skill Development Mission of 3% of the total value to work order.**

26. Annexure: -

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms: Forms to be used in Technical Proposal:

Form 1: Submission Letter/Cover Letter

Form 2: Particulars of the Bidder

Form 3: Non-Blacklisting declaration

Form 4: Format for Affidavit

Form 5: Format of Experience certificate

Annexure-I: CA Certificate

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form I: Financial Proposal

Form 1:

PROPOSAL SUBMISSION LETTER / COVER LETTER

(On the letter head) {Location, Date}

To:

The CEO

Bihar Skill Development Mission

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

Dear Sir,

We, the undersigned, offer to provide the services under_____ (RFP Name) BSDM, Government of Bihar in accordance with your Request for Proposals vide no._____(RFP No._____) Dated_

We are hereby accordingly submitting our proposal as per term of this RFP.

We hereby declare that: -

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP. We understand that BSDM is not bound to accept any Proposal that BSDM receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory: -

Name of Agency: -

In the capacity of: -

Address: -

Contact information (phone and e-mail): -

Form 2:**Particulars of the Bidder: -**

S	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person:	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate <i>Page No. at which enclosed:</i>
8	Date of Incorporation/ Registration	
9	Power of Attorney/ Board Resolution in the name of the Authorized signatory	<i>Page No. at which enclosed:</i>
10	Turnover in the last 3 Years: (Annual Turnover of last three financial years & Average turnover for last three financial years)	FY 2021-22: _____ /- FY 2022-23: _____ /- FY 2023-24: _____ /- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed:</i> Also submit Audited Financial statements for all the FYs.
11	Net worth as on 31-03-2024	As on 31-03-2024 _____ /- Submit a CA Certificate stating the above figure <i>Page No. in which CA Certificate has been enclosed:</i>
12	PAN Number	<i>Page No. at which enclosed:</i>
13	GSTIN Number	<i>Page No. at which enclosed:</i>
14	CV of Manpower/Language Trainer as per the Scope of Work (it should mention the relevant Qualification)	<i>Page No. at which enclosed:</i>
15	A Notarized Affidavit stating that the firm has not been blacklisted by any Central / State Government / Public Sector	<i>Page No. at which Affidavit has been enclosed:</i>

Form 3:**SELF-DECLARATION ABOUT NON-BLACK-LISTING**

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

AFFIDAVIT

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

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

(Authorized Representative and Signatory)

Form 4:**FORMAT FOR AFFIDAVIT****(Power of Attorney in favour of Authorized Representative)**

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

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

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

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

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

For

{Signature, name, designation and address}

Accepted
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

Annexure-I**CA Certificate**

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

Turnover Details

SN	Financial Year	Turnover (Rs. In Lakhs)
		Total
1	2021-22	
2	2022-23	
3	2023-24	
Average Annual Turnover of above 03 FYs		

Net worth as on 31.03.2024 (in Rs. Lakhs):

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

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

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

Form 5:**Format of Experience certificate**

Contract No./Work order No.	Name of the Client	Description of work	Total no of resources provided	Value of Contract (Rs. In Lakhs)	Date of issue of Work order	Stipulated period of completion	Actual date of completion

ANNEXURE – II FINANCIAL BID**Form I:****Financial Proposal****PRICE DETAILS TO CONDUCT FOREIGN LANGUAGE COURSES**

Language	Trainer Cost (1 trainer for each language)	Lab Maintenance Cost for 30 system	Month	Lab Set up Cost (including infrastructure cost (30 system setup) Software cost if any & certificate cost)	Total
1	2	3	4	5	6= ((2+3) *4) +5
German			12 Month		
English			12 Month		
Japanese			12 Month		
Arabic			12 Month		
				Total Cost	
				GST as per Govt norms	
				Gross Total	

Note:1

1. BSDM reserves the right to finalize the mode of training and take into consideration the financial proposal for the same.
2. Prevailing course rates for GERMAN, ENGLISH, JAPANESE and ARABIC Language Training may be applicable for this RFP as per the decision of the Authority.
3. The bidder shall specify the GST separately.
4. This form is illustrative, bidders shall submit the BOQ Excel file given along with the tender documents.
5. The financial proposal shall include all costs associated with the scope of work. BSDM shall not bear any cost other than the total cost mentioned in the financial proposal.
6. BSDM reserves the right to request the required number of Language Trainers or increase or decrease the batches as per its operational needs. The agency shall ensure the timely provision of personnel with the requisite qualifications and experience in accordance with the terms and conditions outlined in the RFP.