

# REQUEST FOR PROPOSAL (RFP)

For

**Empanelment of Training Partners**

**To implement employment linked Domain Skill Development Program for candidates who are Mental Illness cured (MI cured)/ Stabilized Psychiatric Patients within the overall framework of Bihar Skill Development Mission, Patna**



**RFP No: BSDM/ Mental illness (RFP)- 133/2026**  
**Date: 22/04/2026.**

**Bihar/ Skill Development Mission (BSDM)**  
**Youth, Employment and Skill Development Department**  
**Government of Bihar,**  
**A-Wing, 5<sup>th</sup> Floor, Niyojan Bhawan, Patna- 800001**  
**Email Id: [biharskilldevelopmentmission@gmail.com](mailto:biharskilldevelopmentmission@gmail.com)**  
**Website: [www.biharskilldevelopmentmission.in](http://www.biharskilldevelopmentmission.in)**

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

**Notice Inviting Request for Proposal (RFP)**

RFP No: BSDM/ Mental illness (RFP)-133/2026

Date: 22.04.2026

The Secretary, Youth, Employment and Skill Development Department, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals under the Single Bid System from reputed and experienced organizations **Empanelment of Training Partners to implement employment linked Domain Skill Development Program for candidates who are Mental Illness cured (MI cured)/ Stabilized Psychiatric Patients within the overall framework of Bihar Skill Development Mission, Patna.**

Kindly note that the Empanelment 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. 5,000/- (Rupees Five Thousand only) and Tender Processing Fee of Rs. 590.00 (Five Hundred Ninety only) through e-payment mode (i.e., NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

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

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the “e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.biharskilldevelopmentmission.in> The RFP will be available to download from the above websites from **Date 22.04.2026** . The **Pre-bid meeting** will be held on **03:00 PM of 29.04.2026 (physically)**. The last date for uploading of proposal/bid will be **Date-13.05.2026 up to 15.00 Hrs**. Technical Bid will be opened on or after **Date-15.05.2026 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 program is to implementation across all districts of Bihar through existing and proposed “Halfway Homes” as well as through the “Bihar Institute of Mental Health and Allied Sciences” (BIMHAS) located in Bhojpur.

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

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

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

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

## 1. LETTER INVITING e-TENDER (Letter of Invitation)

### 1.1 Tender Schedule/Timelines and Instructions:

| SN  | Activity  | Date/Time: Duration  |
|-----|---|--|
| 1.  | Online Sale/Download date of RFP document                   | From Date <b>22.04.2026</b> ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )  |
| 2.  | Last Date of sending Pre-Bid queries by e-mail              | <b>Date- 27.04.2026 days up to 15.00 Hrs. on</b> <a href="mailto:tenders.bsdm@gmail.com">tenders.bsdm@gmail.com</a>  |
| 2.  | Date, Time and Place of Pre-Bid Meeting                     | Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, <b>on 03:00 PM 29.04.2026</b>  |
| 3.  | Publishing of Pre-Bid queries response                      | <b>Will be published on best effort basis at e-Proc website/BSDM website</b>   |
| 4.  | Last Date/Time for submission/ uploading of offer/Bid       | <b>Date-13.05.2026 up to 15.00 Hrs.</b> ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )  |
| 5.  | Date & time for opening of Technical Bid                    | <b>On or after 15.05.2026 post 16:00 Hrs.</b> ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )  |
| 6.  | Date and time for Technical Presentation and demonstration. | Date and time for Technical Presentation and demonstration shall be communicated later through email only.   |
| 7.  | Financial Bid Opening Date and Time                         | <b>Not Applicable</b> , as no price discovery required. This is a Single Bid System.   |
| 8.  | Proposal Submission in Consortium/ Joint Venture            | Not Permitted.   |
| 9.  | Bid Proposal Validity                                       | 180 days from the last date of proposal submission.  |
| 10. | Empanelment Period  | The empanelment of the agency shall be valid for a period of three years from the date of empanelment. The TP will have to undergo annual performance evaluation based on which the employment may be nullified if it is found to be non-satisfactory. |
| 11. | Contact person/Nodal Officer for queries                    | Name: Manish Shanker & Designation: Mission Director<br>Email: <a href="mailto:md.bsdbihar@gmail.com">md.bsdbihar@gmail.com</a> & contact no: 98359 19599  |

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

risk and may be liable for rejection. Applicants are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- The applicants should ensure that all the required documents as mentioned in the RFP document are submitted/ uploaded in the prescribed format only. The applicant shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be applicant's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
  - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system.
  - ❖ BSDM will notify the applicants for submission of original hardcopies of the uploaded documents, if required.
- **Pre-Bid Meeting:** BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment may not be entertained.
- **The applicant shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity.**
- **Conditional Bids/proposals shall be outrightly rejected.**
- **Validity of Bids:** 180 days from the last date of proposal submission.
- **Corrigendum/ Addendum/ amendments if any, will be published on the departmental website <http://www.biharskilldevelopmentmission.in> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the applicants. The applicants are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.**
- Kindly note that the Empanelment of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, expresses or implied that this process will result in a business transaction between anyone.

**Mission Director,  
Bihar Skill Development Mission  
Youth, Employment and Skill  
Development Department,  
Government of Bihar**

## 1.2 e-Tendering Process Related Instructions:

### Submission of Proposals Through electronic mode only:

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

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

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

### 1.3 Disclaimer

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

## 1.4 List of Abbreviations

| <b>Terms</b>    | <b>Description</b>                                   |
|-----------------|--|
| <b>FY</b>       | Financial Year                                       |
| <b>GPS</b>      | Global Positioning System                            |
| <b>MIS</b>      | Management Information System                        |
| <b>NCVT</b>     | National Council for Vocational Training             |
| <b>NOS</b>      | National Occupational Standards                      |
| <b>NSDC</b>     | National Skill Development Corporation               |
| <b>P&amp;L</b>  | Profit and Loss                                      |
| <b>TP</b>       | Training Partners                                    |
| <b>MI cured</b> | Mental Illness cured                                 |
| <b>BIMHAS</b>   | Bihar institute of Mental Health and Allied sciences |
| <b>QP</b>       | Qualifications Pack                                  |
| <b>RFP</b>      | Request for Proposal                                 |
| <b>SSC</b>      | Sector Skills Council                                |
| <b>NSQF</b>     | National Skill Qualification Framework               |
| <b>BSDM</b>     | Bihar Skill Development Mission                      |
| <b>LoI</b>      | Letter of Intent                                     |
| <b>PMKVY</b>    | Pradhan Mantri Kaushal Vikas Yojna                   |
| <b>SSDM</b>     | State Skill Development Mission                      |
| <b>MD</b>       | Mission Director                                     |
| <b>CEO</b>      | Chief Executive Officer                              |

## Section A - Preface

### 1. A Brief background of BSDM:

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

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

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

### 2. A Brief on Domain Skilling:

Currently, the Bihar Skill Development Mission (BSDM) implements short-term skill development program in coordination with 16 line departments through private and government training partners across all 38 districts of Bihar. BSDM functions as the State's apex body for skill development, responsible for policy formulation, planning, development of norms, standardized processes, and definition of quality parameters in close consultation with key stakeholders to ensure effective and uniform program implementation. The identification of sectors and courses is undertaken by the respective line departments based on targeted beneficiary groups and industry demand and is aligned with QP/NOS-based courses approved by the SSCs and NCVET. The course offerings are periodically updated in accordance with amendments and guidelines issued by NCVET and the Ministry of Skill Development and Entrepreneurship.

In continuation of the initiatives aimed at comprehensive skill training and employment promotion for persons who are cured of mental illness or are stabilized psychiatric patients, and pursuant to the observations of the Hon'ble High Court of Patna in CWJC No. 2805/2026, the present initiative has been undertaken to further strengthen the rehabilitation, skilling, and employment framework for persons recovering from mental illness.

This program is to be implemented across all districts of Bihar through existing and proposed, Halfway Homes,' as well as through the 'Bihar institute of Mental Health and Allied sciences' (BIMHAS) located in Bhojpur.

### Program Objectives

- The objective of Domain Skilling is to enable candidates who are cured of mental illness (MI cured) or are stabilized psychiatric patients to access quality, employment-linked skill training that leads to sustainable livelihood opportunities.
- The program also aims to create an effective, efficient, and inclusive skill development ecosystem in the State of Bihar.
- BSDM provides the umbrella framework for the Domain Skilling program including center empanelment, value chain automation, skilling support through BSDM's Single Point of Contacts attachment to departments etc.

- The Bihar Skill Development Mission (BSDM), Government of Bihar, shall be the implementing agency for the vocational training component of the program BSDM will implement the program through its Domain skilling scheme (Short-Term Training Programs), in coordination with the Health Department and the Social Welfare Department, ensuring that training delivery is aligned with the rehabilitation needs of persons recovering from mental illness and residents of halfway homes.

### **Salient Features**

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

### **Roles and Responsibilities of Stakeholders**

- The implementation of the program shall be anchored by the Bihar skill Development mission (BSDM), with institutional support from the Health Department and the Social Welfare Department. implementation shall be carried out in accordance with scheme-specific guidelines and the Bihar State Common Process and Cost Norms, as applicable.

| <b>Stakeholder</b>                     | <b>Roles and Responsibilities</b>   |
|--|---|
| Health Department                      | <ul style="list-style-type: none"> <li>• Allocation of funds to BSDM, as per requirements.</li> <li>• Quarterly review of progress of skill development and rehabilitation activities</li> <li>• Provision of adequate space and infrastructure at BIMHAS for conduct of training program.</li> </ul>   |
| Social Welfare Department              | <ul style="list-style-type: none"> <li>• Provision of space and basic facilities at existing and proposed halfway homes for vocational training activities</li> <li>• Coordination for beneficiary mobilization and continuity of rehabilitation support</li> </ul>   |
| Bihar Skill Development Mission (BSDM) | <ul style="list-style-type: none"> <li>• Overall implementation of skill training programs at BIMHAS and halfway homes</li> <li>• Empanelment of Skill Development centres (SDCs) / Training Providers</li> <li>• Monitoring and supervision of training activities through the BSDM portal</li> <li>• Technical support for BSDM portal.</li> <li>• Coordination with Sector Skill Councils (SSCs) for assessment and certification of trainees</li> </ul> |

|                                  |  |
|----------------------------------|--|
| Skill Development Centers (SDCs) | <ul style="list-style-type: none"><li>• Delivery of vocational training in accordance with approved curriculum and norms</li><li>• Implementations of the entire skilling value chain including training, assessment, certification and placement</li><li>• Timely uploading of beneficiary data on the BSDM portal</li><li>• Ensuring quality training delivery</li></ul> |
|----------------------------------|--|

### 3. A Brief on objective of this RFP:

- BSDM through this RFP intend to empanel reputed Training Partner having prior experience of running training centers under central or state sponsored schemes like PMKVY, DDU-GKY, State Skill Development Missions etc. with proven placement record or institutions having proven track record in the vocational skill training with placement like Government or Private Engineering Colleges, Polytechnic Colleges, Diploma Colleges, Nursing Colleges, Management Institutions etc. Training partners those have verifiable placement tie-ups can only apply under this RFP.
- The empaneled organizations will subsequently be aligned with BSDM, implementing training and placement activities for **candidates who are Mental Illness cured (MI cured)/ Stabilized Psychiatric Patients under this RFP**. Department shall thereafter allocate targets across sectors and job roles as per the preferences submitted in the proposal.
- The Program would target to train and provide gainful employment to the trained candidates.
- The Training Partners would be responsible for candidates' mobilization, establishment of training centers, ToT certified trainers, conduct training, scheduling assessment & certification, placement, and post placement tracking under the overall supervision of the respective department and BSDM. The entire training cycle shall be managed as per the approved guideline/cost & process norms/SoP/Amendments/Circulars of BSDM or respective department.
- The departments and BSDM shall collaboratively monitor skill training performance as per the monitoring & evaluation framework. All the training shall be managed through a portal.

## Section B – General

### 4. General Provisions

- 4.1 The Training Partners (TPs) shall not receive any income in connection with the engagement except as provided for in the Agreement. The TPs shall not engage in training activities that are in conflict with the interest of the BSDM / Government of Bihar under the Agreement.
- 4.2 The TPs shall not charge any amount or fees from the candidates for the training being conducted under the BSDM/department domain skilling Program under any pretext except as permitted.
- 4.3 Neither the TPs nor any of their affiliates shall be engaged in any assignment that, by its nature, meaning or implication runs in conflict with the present assignment.
- 4.4 Relationship with Client's staff: TPs (including their personnel) that have a business or family relationship with such member(s) of the Client's staff or its advisors, who are directly or indirectly involved in any part of; (i) the preparation of the RFP document, (ii) the empanelment process, or (iii) monitoring and evaluation of such program may not be awarded the Agreement unless it is

established to the complete satisfaction of BSDM, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the empanelment process and monitoring of TP's training.

- 4.5 The TPs shall not try to influence the third-party assessment in any way whatsoever and shall duly inform the Client in advance in case an assigned assessor has a prior beneficial relationship with it.
- 4.6 By inviting proposals under this RFP, BSDM/Department does not give any guarantee/commitment expressed or implied for the number of candidates or targets that will be trained under this Program. However, BSDM/Department will make its best efforts to have the largest participation of candidates who are Mental Illness cured (MI cured)/ Stabilized Psychiatric Patients as envisioned by it.

## **5. Unfair Competitive Advantage**

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

## **6. Corrupt and Fraudulent Practices**

- 6.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Empanelment Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit as damages payable to the Client for, inter alia, time, cost, and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove, and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, or after the issue of the Letter of Empanelment or the execution of the Agreement, such an Applicant shall not be eligible to participate in any tender or RFP issued by the Client during the assignment period from the date such Applicant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of Clause 6.1 and 6.2, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Empanelment Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the election Process; or (ii) engaging in any manner

whatsoever, whether during the Empanelment Process or after the issue of the LOA or after the

execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or Technical Consultant/ Adviser of the Client in relation to any matter concerning the Project;

- b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Empanelment Process.
  - c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
  - d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and
  - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process
- 6.4 Clause for Blacklisting of TPs: While the primary objective is to facilitate TPs in achievement of targets, but the TPs can default for Corrupt or Fraudulent Practices. First level of safeguard against such default by TP is continuous monitoring and consultative system which is already in place right till the district level. Notices shall be issued to the TPs regarding deficiencies detected at various stages. However, even after notice and reminder(s), if a TP does not take remedial measure; a major step may be taken which might lead to blacklisting of the TP.

## Section C – Preparation and Submission of Proposals

### 7. General Considerations

- 7.1 The Proposal must be submitted via online mode through E-Proc.
- 7.2 Applicants shall submit all the required documents as mentioned in the Annexures including Tech Forms. It should be ensured that all formats mentioned in this RFP should be adhered to and no changes in the format should be made.
- 7.3 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. BSDM shall not be responsible for any delay or non-receipt/ non uploading of the documents. No correspondence will be entertained on this matter. Any proposal received by the BSDM after the stipulated deadline shall not be entertained under any circumstances.
- 7.4 Instructions to the Bidders:
  - 7.4.1 **Completeness of Response**
    - Bidders are advised to study all instructions, forms, requirement and other information in the RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
    - The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal at any stage i.e. even at post agreement execution stage.

#### **7.4.2 RFP Proposal Preparation cost & related issues**

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

#### **7.4.3 Miscellaneous**

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

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

- BSDM may, for any reason, modify the RFP Document by a corrigendum and may, at its discretion, extend the last date for the receipt of Proposals.
- BSDM may terminate the RFP process at any time without assigning any reason. BSDM makes no commitments, express or implied, that this process will result in a business transaction with anyone or between anyone.
- BSDM reserves the right to modify and amend any of the condition/criterion as stipulated in whole of this RFP Document depending upon project priorities & urgent commitments.

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

### **8. Prohibition of Subcontracting or Franchising**

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

### **9. Performance Bank Guarantee**

Within 15 days from the date of issuance of the Work Order by the respective department, the successful bidder (company/firm) shall furnish a Performance Guarantee (PG) of 5% of the total value of the work order, in the form of a Demand Draft (DD) or a Performance Bank Guarantee issued by any Nationalized/Scheduled Bank in India, for the due performance of the assignment.

- A. The PG submitted will be for 18 months. However, in case of extension of the project, the above performance guarantee will have to be renewed for the extended period of the project.
- B. Refund of PG: The PG shall be refunded within six months of the date of successful completion of the assignment.
- C. Forfeiture of PG: PG shall be forfeited in the following cases:
  - i. When any terms and conditions of the contract are breached.

- ii. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

#### **10. Confidentiality**

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

## 11. Eligibility Criteria and Proposal Evaluation

| SN | Particulars   | Proof Required   |
|----|---|--|
| 1  | The Applicant Organization (AO) must be registered for minimum 3 years as on 31.12.2025.<br>Consortiums / Joint Ventures are not allowed.   | Valid 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  | <b>Proprietorship:</b> Udyog Aadhaar / Registration under GST/ Shop & Establishment Act.<br><b>Partnership:</b> Registered Partnership Deed<br><b>Trust:</b> Trust Deed<br><b>Society:</b> Registration Certificate<br><b>Public or Private Limited Company:</b> Certificate of Incorporation<br><b>Government or Private Educational Institution:</b> Nursing, Paramedical, Polytechnic, Engineering colleges: Proof of registration/affiliation. |
| 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 2022-23, 23-24 & 24-25.   | Audited Balance Sheet & Profit & Loss / Income Expenditure Account<br><br>And also Submit a CA Certificate stating the above figures with UDIN ( <b>Annexure I</b> )   |
| 4  | The Applicant Organization must have Net worth for Rs 25 Lakh as on 31.03.2025.   | Audited Balance Sheet<br><br>And also Submit a CA Certificate stating the above figures with UDIN ( <b>Annexure I</b> )  |
| 5  | The Applicant Organization must have placed at least 500 candidates on a consolidated basis during the last 3 Financial Years i.e., FY 2022-23, 23-24 & 2024-2025.  | The MIS of the placed candidate capturing following details: -<br>Name of Candidate, contact details including mobile No and email ID, Name and Address of the Company where placed and Name and Contact details of the Company HR.<br><br><b>AND</b><br>A self-certificate for the candidates placed during the last three financial years, i.e., FY 2022-23, 2023-24, and 2024-25, <b>as per Annexure II.</b>                                    |
| 6  | The Applicant Organization must submit documentary proof of prior experience in conducting skill training programs awarded by Central or State Government Departments or Government Agencies during the last three years.<br><br>The applicant must have completed at least three similar assignments, each with a minimum target of 300 candidates, awarded on or after 01.03.2023. For each assignment, the corresponding work order/agreement, along with the completion certificate or any other documentary evidence establishing successful completion of the project, must be submitted. | Submit a CA Certificate stating the above figures with UDIN ( <b>Annexure III</b> )<br><br><b>And</b><br>Work Orders/Letter of Awards/Agreements, along with the completion certificate or any other documentary evidence establishing successful completion of the project, must be submitted.  |

| SN | Particulars  | Proof Required   |
|----|--|--|
| 7  | The Applicant Organization must submit Letter of Intent (LoI) with an industry partner/s or employers / or HR/Placement agencies for at least 300 candidates related to the course / sector they are applying for.<br><b>To be submitted for each sector selected in the proposal.</b> | Industry issued verifiable LoI on the industry letter head. These LoI must contain valid contact details, mobile number and email id of the industry partner/s or employers / or HR/Placement agencies for verification purposes.<br><br><b>Note: LoI without having valid Email ID, Phone Number and Website of the employer/industry shall not be considered and outrightly rejected. (Tech 4)</b> |
| 8  | The Applicant Organization must mandatorily submit Notarized Affidavit that not been blacklisted / debarred by any department of Central or State Govt. or their undertakings or by any State Skill Development Missions (SSDMs) at the time of this proposal submission               | <b>Notarized Affidavit as per Annexure IV</b>  |
| 9  | Application of List of Sector and Job Roles  | <b>List of Sectors &amp; Job Roles (to be filled by the Bidder as per Annexure VI)</b>   |

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

**Technical Evaluation Criteria and Score:**

| SN | Criteria  | Proof   |
|----|---|---|
| 1  | Period of Establishment: (completed years as on last date of bid submission)<br><b>(Maximum Marks: 5)</b><br>> 10 years old: 5 marks<br>> 06 years and ≤ 10 years old: 04 marks<br>> 03 years and ≤ 06 years old: 02 marks                        | Incorporation/ Registration Certificate   |
| 2  | Average Annual Turnover (AATO) of in the three financial years i.e. FY 2022-23, 23-24 & 24-25. <b>(Maximum Marks: 10)</b><br>AATO > 200 Lakh: 10 marks<br>AATO > 100 Lakh ≤ 200 Lakh: 07 marks<br>AATO > 50 Lakh ≤ 100 Lakh: 05 marks             | Audited Balance Sheet & Profit & Loss / Income Expenditure Account.<br><br>CA Certificate stating the above figures with UDIN |
| 3  | The Applicant Organization must have a positive net worth of at-least Rs. 25 Lac as on 31.03.2025. <b>(Maximum Marks: 10)</b><br>Net-worth > 150 Lac: 10 marks<br>Net-worth > 75 Lac ≤ 150 Lac: 07 marks<br>Net-worth > 25 Lac ≤ 75 Lac: 05 marks | <b>(Annexure I)</b>   |
| 4  | Consolidated Past Placement Figures during the last three Financial Years (FY 2022-23, 23-24 & 24-25.) <b>(Maximum Marks: 10)</b><br>Placements > 2000: 10 marks<br>Placements > 1000 ≤ 2000: 07 marks<br>Placements > 500 ≤ 1000: 05 marks       | Submit a Past Placement details and Self Certificate as per <b>(Annexure II)</b>  |

| SN                      | Criteria  | Proof  |
|-------------------------|---|--|
| 5                       | <p>The Applicant Organization must submit Letter of Intent (LoI) with an industry partner/s or employers / or HR/Placement agencies for at least 300 candidates related to the course / sector they are applying for. <b>(Maximum Marks: 20)</b></p> <p>LoI &gt; 1000 candidates: 20 marks<br/>LoI &gt; 600 ≤ 1000: 15 marks<br/>LoI &gt; 300 ≤ 600: 10 marks</p> <p><b>For evaluation purposes any course/ sector chosen to be used with maximum opportunity count.</b></p>  | <p>Industry issued verifiable LoI on the industry letter head. These LoI must contain valid contact details mobile numbers, email id and website of the industry partner/s or employers / or HR/Placement agencies for verification purpose. <b>(Tech 4)</b></p> |
| 6                       | <p>The Applicant Organization must submit prior experience for the Skill training issued by central or state Govt Department or Govt. agencies through letter of award issued on or after 01.04.2023. <b>(Three Govt. work order/letter of award having each with a minimum target of 300 candidates, awarded on or after 01.04.2023 and must have been successfully Completed). (Maximum Marks: 20)</b></p> <p>No of Work Order- <math>\geq 3 &lt; 5</math> - 5 Marks<br/>No of Work Order- <math>\geq 5 &lt; 10</math> - 10 Marks<br/>No of Work Order- <math>\geq 10</math> - 20 Marks</p>   | <p>Submit a CA Certificate stating the above figures with UDIN <b>(Annexure III)</b><br/><b>And</b><br/>Work Orders/Letter of Awards/Agreements</p>  |
| 7                       | <p>The Applicant shall have prior experience in undertaking skill training programs for the candidate who are MI-cured and/or stabilized psychiatric patients, awarded by any Central/State Government Department or Government agency, with the Letter of Award issued on or after 01.04.2023. <b>(Maximum Marks: 5)</b></p>   | <p>Work Orders/Letter of Awards/Agreements</p>   |
| 7                       | <p><b>Technical Presentation (Maximum Marks 20)</b></p> <ol style="list-style-type: none"> <li>i. Organization Profile/ Background</li> <li>ii. Understanding Bihar Context</li> <li>iii. Mobilization and Training Plan</li> <li>iv. Training and Placement Experience.</li> <li>v. List of Sectors &amp; Job Roles applied</li> <li>vi. Demonstration of Job Role Expertise</li> <li>vii. Previous performance and capability to meet targets</li> <li>viii. Placement Tie-ups (Industry issued verifiable LoI on the industry letter head.)</li> </ol> <p>The selected organizations will be called for Technical Presentation on a scheduled date which will be intimated through email id mentioned in the Tech 2 form of the proposal. The organizations will be needed to produce their presentation in a PPT form and with two copies colored print. The presentation of each organization will be maximum of five minutes.</p> |  |
| <b>Total Marks: 100</b> |   |  |

### Technical Evaluation and Target Allocation

- All Training Partners (TPs) empanelled by Bihar Skill Development Mission (BSDM) and meeting the prescribed eligibility criteria shall be liable to be called upon at any stage by BSDM and/or the concerned Department for verification, validation, or clarification of information submitted in the proposal. This

may include scrutiny of Technical Forms, Annexures, supporting documents, and placement-related commitments, as deemed necessary by BSDM or the Department.

- All eligible TPs who have submitted complete proposals, including all mandatory Technical Forms and Annexures, shall be evaluated under the Technical Evaluation framework. Only those TPs who secure a minimum score of 70 marks out of 100 marks in the Technical Evaluation shall be considered technically qualified and eligible for empanelment under BSDM. It is clarified that securing the minimum qualifying marks shall not automatically guarantee empanelment, target allocation, or allocation of training centers.
- The list of technically qualified and BSDM-empaneled Training Partners shall be shared with the **concerned Department** strictly in accordance with the Department's approved **sector-wise and job-role-wise requirements**. Only those TPs included in this shared list shall be permitted to participate in the **subsequent Department-level selection process**.
- All empanelled TPs shall be required to participate in a Technical Presentation conducted exclusively by the concerned Department. During this stage, the Department shall assess the TPs:
  - Sectoral and job-role readiness,
  - Training and operational capacity,
  - Placement capability and linkage strength, and
  - Overall implementation preparedness, based on the presentation, submitted proposal, and Letters of Intent (LoIs) furnished by the TP.
- Upon successful completion of the Department-level Technical Presentation, the TP shall be required to **establish and operate Training Centers** in the **district(s), sector(s), and job role(s)** allocated by the Department.
  - Allocation shall be made strictly in line with the **sector and job-role preferences submitted by the TP** at the time of proposal submission.
- The rationalization of district allocation, number of Training Centers, and training targets for each TP shall be undertaken solely by the concerned Department, based on:
  - Performance in the Department-level Technical Presentation,
  - Validity and strength of placement-linked LoIs, and
  - Marks obtained by the TP in the initial Technical Evaluation conducted by BSDM.
- All selected TPs shall be **mandatorily required** to establish and operate Training Centers in the **districts allocated by the Department**, without exception. Failure to comply with the allocated district(s), sector(s), or job role(s) may result in cancellation of allocation and/or empanelment, as per applicable provisions of the RFP.
- The Department reserves the **right**, at any time during the project period, to increase or decrease:
  - Training targets,
  - Number of Training Centers,
  - Allocated sectors, and
  - Allocated job roles, based on the TP's performance, administrative considerations, programme requirements, and availability of valid placement LoIs.
- In future phases, BSDM or the line departments may assign more training centers, targets, sectors, or job roles to Training Partners who consistently perform well, depending on program needs. This allocation will rely on verified training results, placement achievements, and available capacity.

## Section D – Empanelment of the TPs

### 12. Process for Empanelment of Training Partner (TPs), MoU and Target allocation

#### 12.1 Technical Evaluation by BSDM

##### 12.1.1 Evaluation Criteria

1. All eligible proposals shall undergo a detailed Technical Evaluation based on the parameters prescribed under this RFP.
2. The total technical score shall be 100 marks.
3. A Training Partner must secure a minimum of 70 marks out of 100 to qualify for empanelment under the BSDM framework.
4. BSDM shall issue a Letter of Empanelment (LoE) to successful Applicants

##### 12.1.2 Disqualification

5. Any TP scoring below the minimum qualifying marks shall be summarily rejected.
6. The Chief Executive Officer (CEO), BSDM, shall have the absolute right and authority to disqualify any Training Partner (TP) at any stage of the process if any ongoing legal, administrative, or disciplinary proceeding is found to be pending against the TP.
7. The BSDM may decide to cancel the empanelment of any TPs at any point in the process of empanelment.
8. Any misrepresentation, forged documents, or unverifiable placement tie-ups shall lead to immediate disqualification and blacklisting.

#### 12.2 Publication of Empaneled Training Partner List by BSDM

12.2.1 Upon completion of the Technical Evaluation, BSDM shall prepare a List of Empaneled Training Partners, containing:

- Name of the TP
- Chosen Sectors
- Choose Job Roles
- Verification status of placement tie-ups
- Score obtained
- No. of Center

12.2.2 This list shall be uploaded onto the BSDM Portal, wherein each empaneled TP shall fill and submit its Preference List of Sectors and Job Roles.

#### 12.3 Allocation of Empaneled TPs to Departments

12.3.1 BSDM shall formally provide to the concerned Department a Sector-wise and Job Role-wise list of Empaneled TPs, strictly based on the course wise requirement.

#### 12.4 Departmental Technical Presentation

##### 12.4.1 Conduct of Presentation

1. The Department shall call TPs included in the list provided by BSDM for a Technical Presentation.
2. The Department will schedule the date for the technical presentation and intimate all TPs through email.
3. TPs must submit their presentation in PPT format and bring two hard copies (color printouts). The technical presentation will carry a **maximum of 50 marks**. Each presentation will be for a maximum of five minutes.
4. The presentation shall include but not be limited to:

- Organization Profile Background

- Understanding Bihar Context
- Mobilization and Training Plan
- Institutional Capacity
- Training Methodology and Tools
- Placement Tie-up Documentation
- Demonstration of Job Role Expertise
- Previous performance and capability to meet targets
- The above marking criteria are tentative. The department concerned may revise and quantify them further, based on its objectives and requirements.

12.4.2 The Department shall reserve the right to seek clarification, ask for supplementary documents, and verify placement tie-ups independently.

12.4.4 Evaluation and Decision

1. The Department's evaluation during the technical presentation shall be final and binding.
2. Only those TPs which satisfactorily demonstrate operational readiness and placement capability shall be considered for allocation of targets.
3. **The Department will select TPs who achieve at least 70% of the marks in the department-level technical presentation.**

## 12.5 Allocation of Targets, Sectors, and Job Roles & District

12.5.1 Based on the outcome of the Technical Presentation, the Department shall allocate:

- Training Targets (number of candidates),
- Sectors, and
- Job Roles to the selected Training Partners.

12.5.2 Allocation shall consider:

- Departmental requirements
- Market-driven demands
- Placement linkages
- Capacity demonstrated during the Department's presentation

12.5.3 The Department reserves the right to modify, limit, or withdraw allocations at any time based on performance, compliance, or administrative reasons.

## 12.6 Legal Provisions and Compliance

12.6.1 BSDM and the Department reserve absolute discretion to amend, modify, cancel, or terminate the empanelment process without assigning any reason.

12.6.2. Submission of false, misleading, or unverifiable information shall result in immediate cancellation of empanelment and initiation of legal action under applicable laws.

12.6.3 All TPs must comply with:

- BSDM Guidelines
- Concern Department/Scheme norms as applicable
- Relevant Government of Bihar orders
- Labour, taxation, and statutory compliance requirements applicable in India

12.6.4 Decisions made by BSDM or the Department at any stage shall be final, conclusive, and non-contestable.

12.7 TP shall submit within 15 days from the date of issuance of the Work Order by the respective department, the successful bidder (company/firm) shall furnish a Performance Guarantee (PG) of 5% of the total value of the work order, in the form of a Demand Draft (DD) or a Performance Bank Guarantee issued by any Nationalized/Scheduled Bank in India, for the due performance of the

assignment per training center (or as amended) department-wise, for the centers allocated to the respective Implementing Department, prior to signing the Department MoU/Agreement. In case of allocations from multiple departments, PG shall be submitted separately for each department's allocated centers.

**12.8** The total Work Order value issued by the respective Department shall clearly specify the number of training centers with their allotted districts, the sector and job-role-wise training targets, the applicable BSDM cost category, and—where applicable—the residential components including boarding, lodging, etc. This total Work Order Value shall form the sole basis for calculating the Performance Bank Guarantee (PBG), which the selected Training Partner must submit at 5% of the total Work Order Value within the stipulated timeline.

**12.9** The TP shall execute a separate MoU/Agreement with each Implementing Department that allocates targets within the specified timeline (typically within 30 days). The empaneled TPs are then expected to commence the work for each department MoU within the timeline specified by the Implementing Department. Commencement of work shall mean:

- Mobilization of manpower for setting up training centers in allocate districts.
- Submission of mobilization plan.
- onboarding of centers and commencement of batches on BSDM portal as per the process

**12.10** The said Performance Guarantee shall be released after satisfactory completion/execution under the respective Department MoU and as per department norms. PG may be forfeited in case of fraudulent practices, violation of MoU conditions, failure to achieve placement mandates, or financial irregularities affecting the program

The performance guarantee may be forfeited in any of the following cases:

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

## **Section E – Scope of Work**

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

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

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

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

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

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

### **14. Course and Curriculum Design**

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

## 15. Training

- 15.1 The TPs will be allowed to operate the centers within the state of Bihar and as per assigned district and block for a period of the Agreement duration.
- 15.2 The TPs would need to install latest GPS enabled biometric attendance devices (as prescribed by BSDM) to capture the Aadhar Enabled Biometric Attendance of trainers and trainees.
- 15.3 Ensure adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/Qualification Packs of course of respective SSCs.
- 15.4 The guidelines with respect to OJT shall be followed as prescribed for the respective course and BSDM specified norms.
- 15.5 The guidelines with respect to residential training, if any, shall have to be always followed by the TPs during the training period.
- 15.6 Some of the other facilities to be ensured at the training center (but not limited to) are as under:
  - Separate washroom for boys and girls
  - CCTV Monitoring
  - Equipment & furniture as per specifications to be provided by BSDM
  - Power Backup, Water Purifier
  - LCD / Over Head Projector, if required.
  - Domain Labs, IT Labs, requisite classrooms, Internet facility

## 16. Placement of Candidates

“Placed” means the candidate is placed in the sector of their training at the respective industries (manufacturing/service) and his / her gross remuneration should not be below the minimum wages of the state in which he/she has been placed. Further, a placement shall be considered valid if a candidate is placed within the first 3 months of successfully trained and certified. The current scheme guideline prescribes that after completion of the training, the placement of trained candidates either in wage employment or in self-employment is at least 50%.

## Section F – Key Terms of Empanelment

### 17. Scheme Specific Guidelines:

- 17.1 The TPs would need to follow scheme specific guidelines while implementing the skill development programme. In case there are no specific guidelines for a scheme, BSDM guidelines shall be adhered to.
- 17.2 The TP shall open all the targeted centers basis on the timeline given by the department from the date of empanelment such that training is started in 100% of the targeted centers.

### 18. Infrastructure and faculty requirements

- 18.1 TP would be expected to adhere to the Training Centre Specifications as laid out by BSDM under the domain Tab of BSDM website.
- 18.2 A trainer-trainee ratio of 1:40 shall be maintained at the training center.
- 18.3 Trainers shall adhere to respective SSC qualifications & guidelines.
- 18.4 Trainers should be ToT (Training of Trainers) certified by the concerned SSCs

## 19. Process and Cost Norms

- 19.1 Target Beneficiary Age Group:** Working age population: 15 – 59 Years or as per the scheme guidelines and entry age defined by the QP norms and department norms.
- 19.2 Target Beneficiary:** It will be as per the scheme guidelines or as per course QP requirement to the **for candidates who are Mental Illness cured (MI cured)/ Stabilized Psychiatric Patients.**
- 19.3 Courses Available:** QP-NOS based or any other course approved by BSDM can be implemented by the empaneled training partners. Course list shall be decided by BSDM in consultation with the Departments and shall be revised from time to time by SSC/NCVET/BSDM.
- 19.4 Training Duration:** The duration of all short term training shall be as per the durations specified in the current course offering list or as required by any of the Departments or Industry and as amended from time to time. Courses that are less than 200 hours but are deemed as important in the context of the State for fresh skiing will be offered on a case-to-case basis. Some of these courses relevant clubbing (of courses / topics / NOSs/ training duration etc.) may be done, in order to increase the employment potential of the courses.
- 19.5 Social Inclusion Mandates:** The Departments / Directorates may set the beneficiaries category wise percentages as per their Departments / Directorates / schemes mandates.  
For the Departments / Directorates that cater to multiple strata of beneficiaries, the following categories need to be focused on the annual physical targets:

- Women
- SC/ST
- Minority

### 19.6 Placement Definition & Mandate:

**Placement Definition:** All the successfully certified (assessed/reassessed) candidates mandatorily placed within 3 months from the date of result declaration. Placements by definition would mean that the placed candidate has joined the offered job and is in employment for the next 3 months. Placements can be in the form of wage employment or self-employment.

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

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

### 19.7 Post Training / Placement tracking mandate:

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

#### **For Placed candidates**

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

#### **For Wage Employment:**

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

#### **For Self-Employment:**

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

### **19.8 Assessment & Certification:**

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

- QP/NOS based courses – BSDM/ SSC's appointed assessment agencies/bodies/ assessors.
- Other than QP Based course – BSDM or any other BSDM approved organization of state / national repute.
- Government Training Providers of National or State repute might be able to do assessments of their training post course approval from BSDM.

#### **Certification**

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

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

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

### **19.10 Centre Registration Fee and annual renewal fee from empaneled SDCs:**

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

### **19.11 Course Registration Fee from empaneled SDCs:**

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

### **19.12 Refundable security deposit from candidates:**

- A refundable security deposit amounted Rupees 1,000/- shall be collected from the Trainees by the respective SDC/Training Partners and deposit as per the BSDM guidelines. The same may be revised as and when deemed required by BSDM or as directed by the State Government.
- Exemption on this account may be provided for severely disadvantaged groups such as:
  - Beggars and their dependents
  - Leprosy cured and their dependents
  - Construction workers
  - HIV patients and their dependents
  - Jail Inmates
  - Note: The list of applicable categories for the exemption may be revised as and when deemed required by BSDM or as directed by the State Government.

### 19.13 Release of Funds:

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

#### Note:

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

### 19.14 Training Calendar:

- Any training batch will be able to start on weekly basis or as per the BSDM guidelines. In case any of these dates is a holiday the common batch starting date applicable will be the next working day.

### 19.15 Batch Size:

- Minimum Batch Size: 20 candidates
- Maximum Batch Size: 40 candidates

#### Note:

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

### 19.16 Grading of Training centers:

- The Funding Department/ Entity concerned will provide additional work allocation or will renew the agreement with a training center based on the following yearly grading matrix:
  - **Grade-A:** If more than 75% of the total certified candidates in the target allocation period are placed.
  - **Grade-B:** If greater than or equal to 50% and less than or equal to 75% of the total certified candidates in the target allocation period are placed.

- **Grade-C:** If less than 50% of the total certified candidates in the target allocation period are placed.
- Grade A centers will be given preference by the concerned funding Department/Entity in work allocation post which work allocation will be done for the Grade B centers. Further work allocation or renewal of agreement will not be done for Grade C centers.
- **Note:** Any center that has less than 50% enrolment against the allocated target in the allocated period will not be eligible for further work allocation or renewal of agreement unless otherwise decided by the Department concerned / BSDM.
- Partners getting Grade C may also be debarred for 3 years to participate in any tendering process of BSDM.

#### **19.17 Training Cost:**

- Category 1: INR 49.0 per candidate per course per hour
- Category 2: INR 42.0 per candidate per course per hour
- Category 3: INR 35.1 per candidate per course per hour
- Per candidate portal usage fee (against using the portal for monitoring and evaluation of the training and the actual training delivery) of INR 0.50 per candidate per hour will be deducted from the amount payable to the SDC. Thus, the eventual payout to the SDCs in case of Domain specific skilling will be:
  - Category 1: INR 48.5 per candidate per course per hour
  - Category 2: INR 41.5 per candidate per course per hour
  - Category 3: INR 34.6 per candidate per course per hour
- For cases where the premises / building is provided by Government, a monthly rent as per the prevalent circle rates will be charged from the SDC operator using the allotted infrastructure.
- The training cost may be revised/revisited by BSDM/ State Government as and when required and the same shall be applied from the date of notification.

#### **19.18 Uniform:**

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

#### **19.19 Boarding and Lodging:**

- Applicable where residential training (as per department) is being conducted and only for certified candidates unless otherwise.
- Note: A minimum training duration of 6 hours per day will be assumed for calculation of total number of days for which boarding and lodging amount will be provided.
- Boarding and lodging costs at actuals for residential training subject to maximum per trainee per day as per table below:
  - Rs. 375/- per day per trainee in X Category Cities/Towns.

- Rs. 315/- per day per trainee in Patna municipal corporation limits or Y Category Cities/Towns
- Rs. 250/- per day per trainee in other municipal corporations / municipal board limits or Z Category Cities/Towns.
- Rs. 220/- per day per trainee in all other areas including nagar panchayats
- Note: The above rates shall also be applicable for training programmes, anywhere in the country where women trainees and Persons with Disabilities have to travel more than 80 kms from their homes to reach the nearest training center (or 40 kms in case of Special Areas) and who are availing of boarding and lodging arrangement made for them.

#### **19.20 Stipend:**

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

Note:

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

#### **19.21 Food and To-and-Fro charges:**

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

#### **19.22 One-time Transportation cost:**

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

#### **19.23 Career Progression**

- For every candidate who gets Rs 15,000 per month and holds the job for at least 3 consecutive months within the 1-year tracking period @INR 5000.

- Note: Applicable for candidates with wage employment. This component will be paid to all the candidates who receive a salary of INR 15000 for at least 3 consecutive months within the 1-year tracking period.

#### **19.24 Counselling support including medical check-up for candidates placed in foreign countries**

- Note: INR 10,000 shall be paid. The same shall be applicable for candidates with wage employment. The invoice for this amount will be raised for the candidates who have got overseas deployment and have completed at least 3 months in the job deployment.

#### **19.25 Placement Incentive**

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

#### **19.26 Post-Placement support (PPS) for Special Areas/Groups for wage employment**

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

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

#### **19.27 Assessment & Certification fees:**

- For QP/NOS courses – the assessment & certification fees shall be paid by the respective Departments/ BSDM directly to the respective SSC/ assessment bodies as per the prevalent rate.

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

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

## **20. Period of the Empanelment:**

- The empanelment of the agency shall be valid for a period of three years from the date of empanelment. The TPs will have to undergo annual performance evaluation each year based on which the empanelment may be nullified if it is found to be non-satisfactory.

## **21. Performance Review**

- The first Performance Review may be scheduled each year from the date of employment (or as deemed fit by the department). This review shall be done so as to ascertain the performance of TP and subsequent grading.
- Performance of TPs shall be reviewed based on the grading matrix as defined by BSDM/Departments.

## **22. CCTV Surveillance & Live Access to BSDM**

- The Training Partner (TP) shall ensure that all Training Centers established under this RFP are equipped with a functional CCTV surveillance system covering, at minimum, the entry/exit points, classrooms, labs, biometric attendance area, and any other critical training zones as prescribed by BSDM. The CCTV system must support real-time monitoring and recording with a minimum storage capacity of 15 days.
- The TP shall mandatorily provide BSDM/Department with uninterrupted live access (view-only) to the CCTV feed of all installed cameras through a secured web-based or application-based interface. The TP shall ensure that BSDM officials can monitor the live feed at any time during training hours without prior notice. The TP shall also ensure that the bandwidth and system configuration are adequate to maintain continuous streaming without lag or interruption.
- Failure to maintain functional CCTV surveillance or to provide uninterrupted live access to BSDM shall be treated as a major non-compliance and may lead to suspension of batches, withholding of payments, or action as per empanelment and termination clauses of this RFP.”

## Section G – General Terms & Conditions

### 23. Interpretation

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

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

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

### 24. Governing Law:

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

### 25. Force Majeure:

#### 25.1 Definition

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

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

#### 25.3 Measures to be Taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

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

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

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

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

## 26. Change Orders and Agreement Amendments

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

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

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

## 27. Roles and Responsibilities

27.1 Monitoring and Evaluation of the TP Performance.

27.2 Disbursal of payment within a period of 25 days on submission of invoice.

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

## 28. Termination of the Agreement

28.1 **Termination for Default:** Department may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the TP, terminate the Agreement as a whole or in part (provided a cure period of not less than 30 days is given to the TP to rectify the breach):

- a) The agreement may be terminated if it is discovered at any stage that TP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct

of training or any other aspect related to programme.

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

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

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

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

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

- a) the TP fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing.
- b) the TP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- c) the TP fails to comply with any final decision reached as a result of arbitration proceedings.
- d) if the TP fails to comply to the decisions of department/BSDM.
- e) the TP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the TP knows to be false.
- f) any document, information, data or statement submitted by the TP in its Proposals, based on which the TP was considered eligible or successful, is found to be false, incorrect or misleading;  
or
- g) as the result of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

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

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

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

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

**28.9 Cessation of Rights, Obligations and Services**

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

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

**29. Disputes Resolution**

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

29.2 Arbitration:

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

## **Bid Submission Forms and Annexures**

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

### ***Proposal shall comprise of following forms:***

Tech 1: Covering Letter with Correspondence Details

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

Tech 3: Details of Past and Relevant Experience

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

- Annexure I: CA Certificate for Financial Turnover, Net worth.
- Annexure II: Placement details and Self Certificate for Placement
- Annexure III: CA Certificate for Prior Skill Training Targets from 01.03.2023.
- Annexure IV: Notarised Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal.
- Annexure V: Power of Attorney in favour of Authorized Representative
- Annexure VI: List of Sectors & Job Roles

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

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

<Location, Date>

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

Dear Sir,

We, the undersigned, wish to be empaneled as Training Partners to implement Domain Skill Development Programme run under various line departments of Govt. of Bihar through the overall framework of Bihar Skill Development Mission in accordance with your Request for Proposal vide RFP No.....dated\_\_\_\_\_. We are hereby submitting our Proposal, as per the specified format.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by BSDM.
- b. We have no conflict of interest as stated in the RFP.
- c. We meet the eligibility requirements as stated in RFP.
- d. We have industry/employer connection for the placement of the proposed training for which LoI is enclosed in this proposal.
- e. We further declare that upon selection we will be ready to establish training center in implement skill development training program in any district of Bihar.
- f. In competing for (and, if we are empaneled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- g. Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature  
{In full and initials}

Name and Title of Signatory: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone): \_\_\_\_\_

Contact information (e-mail): \_\_\_\_\_

**Tech 2**  
**Important Information and Details**

| S. N. | Particulars  | Details   |
|-------|--|---|
| 1     | Name of the Organization:  |   |
| 2     | Name and Designation of the Contact Person   |   |
| 3     | Address and Contact Details (E-Mail and Mobile No.) of the Contact Person  |   |
| 4     | Corporate website URL.   |   |
| 5     | Legal Status (Whether Company, Proprietorship, Partnership, Society/Trust, Industry Association/Body etc.)   |   |
| 6     | Address of Head Office:  |   |
| 7     | Incorporation/ Registration status of the Agency   | Submit Incorporation Certificate<br>Page No. at which enclosed: ___   |
| 8     | Date of Incorporation/ Registration  |   |
| 9     | PAN Number   | Page No. at which enclosed: ___   |
| 10    | GSTIN Number   | Page No. at which enclosed: ___   |
| 11    | Turnover in the last 3 Years:<br><br>Net worth as on 31.03.2025:   | FY 2022-23: _____/-<br>FY 2023-24: _____/-<br>FY 2024-25: _____/-<br>Net worth as on 31.03.2025:<br>_____/-<br><b>CA Certificate and Audited<br/>Balance Sheet &amp; Profit &amp; Loss /<br/>Income Expenditure Account</b> |
| 12    | Tech 1: Covering Letter with Correspondence Details  | Page No. at which enclosed: ___   |
| 13    | Tech 2: Important Information and Details  | Page No. at which enclosed: ___   |
| 14    | Tech 3: Details of Past and Relevant Experience  | Page No. at which enclosed: ___   |
| 15    | Tech 4: Valid Placement Letter of Intent (LOIs) from Employers having Email ID, Phone Number and Website address.                                  | Page No. at which enclosed: ___   |
| 16    | Annexure I: CA Certificate for Financial Turnover, Net worth.  | Page No. at which enclosed: ___   |
| 17    | Annexure II: CA Certificate for Placement  | Page No. at which enclosed: ___   |
| 18    | Annexure III: CA Certificate for Prior Skill Training Targets from Govt since 01.03.2023 <b>along with Work Orders/Letter of Awards/Agreements</b> | Page No. at which enclosed: ___<br><b>Page No. for Work Orders/<br/>Agreements ___ to ___</b>   |
| 19    | Annexure IV: Notarised Affidavit for Non-Blacklisting  | Page No. at which enclosed: ___   |
| 20    | Annexure V: Power of Attorney in favour of Authorized Representative   | Page No. at which enclosed: ___   |
| 22    | Annexure VI: List of Sectors & Job Roles   | Page No. at which enclosed: ___   |
| 23    | One Copy of the whole of the RFP document with each page signed and stamped.   | Page No. at which enclosed: ___   |

**Tech 3**  
**(Past relevant experience)**  
**(To be filled by the Bidder)**

Prior experience of conducting Skill training programs issued by any State Skill Development Mission or Central or State Govt Department or Govt. agencies through Work Order/Letter of Awards **issued on or after 01.04.2023.**

**Details of Government Work Orders**

| <u>SN</u> | <u>Details of Govt. work Order</u><br><u>(work order/LOA issued on or after 01.04.2023)</u> | <u>Funding Department/ Government Agency</u> | <u>Year of work order</u> | <u>Sanctioned Target in the work order</u> |
|-----------|---|--|---------------------------|--|
|           |   |  |                           |  |
|           |   |  |                           |  |
|           |   |  |                           |  |
|           |   |  |                           |  |
|           |   |  |                           |  |
|           |   |  |                           |  |
|           |   |  |                           |  |

# Please add rows wherever required.

Note: -

- A copy of each relevant Work Order / Letter of Award (LOA) must be compulsorily attached with this Tech 3 while uploading the bid.
- The details provided in Tech 3 must be supported by Annexure III (CA Certificate for Skill Training Targets).

**Tech 4**

**Summary Table of Letters of Intent (LoIs)**

(To be filled by the Bidder for all sectors & job roles applied under this RFP)

- It is mandatory to submit all the Letters of Intent (LoIs) corresponding to the sector(s) and job role(s) applied for under this RFP along with this Tech 4
- The LoIs submitted under Tech 4 must correspond to the job roles selected in Annexure VII.

| Sl. No. | Sector | Job Role | QP Code | Employer / Industry Partner Name | No. of Candidates Committed in LoI | Employer Contact Details (Email, Mobile) | Website | LoI Page No. in Bid |
|---------|--------|----------|---------|----------------------------------|------------------------------------|--|---------|---------------------|
| 1       |        |          |         |                                  |                                    |  |         |                     |
| 2       |        |          |         |                                  |                                    |  |         |                     |
| 3       |        |          |         |                                  |                                    |  |         |                     |
| ....    |        |          |         |                                  |                                    |  |         |                     |

## **Annexure I**

### **CA Certificate**

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

#### **Turnover Details**

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

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

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

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

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

## **Annexure II**

### **Self-Certificate for Placement (On Agency Letterhead)**

#### **Self-Certificate**

We hereby certify that we have verified the placement records of our organization for the last **three financial years**, i.e., **FY 2022-23, 2023-24 & 2024-25**, made available by our organization including various govt. portals on which these records are available and certify as below.

| <b>SN</b>               | <b>Financial Year</b> | <b>Placement Figure</b> |
|-------------------------|-----------------------|-------------------------|
| <b>1</b>                | <b>2022-23</b>        |                         |
| <b>2</b>                | <b>2023-24</b>        |                         |
| <b>3</b>                | <b>2024-25</b>        |                         |
| <b>Total Placements</b> |                       |                         |

#### **Details of All Placed Candidates (Mandatory for Each Candidate Counted Above).**

| <b>S. No.</b> | <b>Name of Candidate</b> | <b>Mobile Number</b> | <b>Email ID</b> | <b>Placed Company Name</b> | <b>Company Address</b> | <b>Company HR Name</b> | <b>HR Contact No.</b> | <b>HR Email ID</b> | <b>Date of Joining / Placement Period</b> |
|---------------|--------------------------|----------------------|-----------------|----------------------------|------------------------|------------------------|-----------------------|--------------------|---|
| 1             |                          |                      |                 |                            |                        |                        |                       |                    |   |
| 2             |                          |                      |                 |                            |                        |                        |                       |                    |   |
| 3             |                          |                      |                 |                            |                        |                        |                       |                    |   |
| .....         |                          |                      |                 |                            |                        |                        |                       |                    |   |

#### **Declaration**

1. The above details are true, correct, and complete, and all placement data is verifiable through employer records, government portals, or third-party verification.
2. We understand that any false information, mismatch, unverifiable placement details, or fabrication may result in rejection, disqualification, blacklisting, or legal action, as per the terms of the RFP.
3. We confirm that all candidates listed above were placed within the validity of the respective financial years.
4. Supporting records (offer letters, HR confirmation, pay-slips where applicable) shall be provided if required by BSDM/Department.

(Signature & Seal of Agency)

Certified by

Name:

Designation:

Contact Details:

Agency Name:

### **Annexure III**

#### **CA Certificate**

We certify that we have gone through the records of training and Skill Training related Work orders/ Letter of awards (LOAs)/Agreements issued on or after 01.03.2023, made available by the organization including various govt. portals on which these records are available and certify as below:

| <b>SN</b>    | <b>Financial Year</b> | <b>Various LOAs/Agreements issued by Govt. for Skill Training of Min 3 work order Target of 300 Candidates (Total Target for the FY)</b> |
|--------------|-----------------------|--|
| <b>1</b>     | <b>2023-24</b>        |  |
| <b>2</b>     | <b>2024-25</b>        |  |
| <b>3</b>     | <b>2025-26</b>        |  |
| <b>Total</b> |                       |  |

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

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

(Signature & Seal)  
Certified by CA  
Name of CA:  
Membership Number:  
Firm Name:  
UDIN:

**Annexure-IV**

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

**AFFIDAVIT**

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

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

**Annexure-V**

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

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

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

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

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

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

For .....

{Signature, name, designation and address}

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.  
2.

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

## Annexure-VI

### List of Sectors & Job Roles

The bidder is required to select the specific sectors and job roles for which they are applying under this RFP.

#### List of Job roles for candidates who are Mental Illness cured (MI cured)/ Stabilized Psychiatric Patients

| SN | Sector              | QP/Job Role Name             | QP Code   |
|----|---------------------|------------------------------|-----------|
| 1  | Apparel             | Sewing Machine Operator      | AMH/Q0301 |
| 2  | Handicraft & carpet | Wooden Toy Maker             | HCS/Q6703 |
| 3  | Agriculture         | Agriculture Warehouse Worker | AGR/Q7502 |
| 4  | Domestic Worker     | General Housekeeper          | DWC/Q0102 |
| 5  | Hospitality         | Laundry service provider     | DWC/Q1801 |
| 6  | Logistics           | Warehouse Associate          | LSC/Q0103 |
| 7  | Handicraft & Carpet | Agarbati Maker               | HCS/Q7901 |

#### Declaration: -

1. We hereby apply for the sector(s) and job role(s) listed above under this RFP.
2. For each selected job role, we shall submit valid Letters of Intent (LoIs) from employers for a minimum of 300 candidates, as required under the eligibility criteria.
3. For each selected job role, ToT-certified trainers (as per respective SSC guidelines) shall be deployed at the time of center readiness.
4. We commit to achieving the minimum 50% placement mandate (or department-specific requirement) for each selected job role, as per BSDM norms.
5. All information, sector preferences, and job roles selected by us are true, correct, and fully verifiable. We understand that any misrepresentation may result in rejection, cancellation of empanelment, blacklisting, and legal action as per RFP conditions.

Authorized Signatory Certification

**Signature:**

**Name:**

**Designation:**

**Organization Seal:**

**Date:**