

Request for Proposal (RFP)

for

Empanelment of Agency for providing services of Trainers in 11 Computer Labs established by the Minority Welfare Department, Govt. of Bihar in different districts of Bihar.

Tender No.: 02/2025

Dated: 28/04/2025

Bihar State Minorities Financial Corporation Limited (BSMFCL)

## Glossary & Definition

|  |   |
|--|---|
| Authorized Signatory                               | The bidder's representative / officer vested (explicitly, implicitly or through conduct) with the powers to commit the authorizing organization to a binding agreement Also called signing officer, authority having the Power of Attorney (PoA) from the competent authority) of the respective Bidding firm.                          |
| Bid  | A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format   |
| Bid Security/ Earnest Money Deposit (EMD)          | A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.  |
| Bidder   | Any person / firm / agency / company / contractor / vendor participating in the bidding process with the procurement entity.  |
| Competent Authority                                | An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.  |
| Contract   | "Contract" means a legally enforceable agreement entered into between the procuring entity and the selected bidder(s) with mutual obligations.  |
| BSMFCL   | Bihar State Minorities Financial Corporation Limited  |
| LOA  | Letter of Award   |
| FY   | Financial Year  |
| Procurement Process                                | The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be.   |
| Purchaser / Tendering Authority / Procuring Entity | Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer.  |
| Media Deliverables                                 | Mascot, Immersive Simulations, Case Studies and Best Practices combinedly called Media Deliverables.  |
| Services   | Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity.  |
| Service Level Agreement (SLA)                      | Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance. |
| GST  | Goods and Service Tax   |
| WO/PO  | Work Order/Purchase Order   |
| RFP  | Request For Proposal  |
| PBG  | Performance Bank Guarantee  |



## 1. Introduction: -

- a. BSMFCL was incorporated with the objective of welfare, economic and social development of religious minority communities i.e. Muslims, Shikhs, Christians, Buddhists, Parsis and Jains of the state of Bihar.

Mukhyamantri Shramshakti Yojana is the most ambitious scheme of the Corporation and has been introduced for the youth of the notified minority communities in order to enhance their employability by imparting skill training to them.

- b. BSMFCL invites Request for Proposal for empanelment of Agency(ies) for providing services of Trainers in Computer Labs established by the Minority Welfare Department, Govt. of Bihar situated in different districts of Bihar.
- c. All empanelment proposal submitted in response to the RFP document must be accompanied by an EMD of amount specified in this RFP **paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) via e-Proc2 Portal**. Bids submitted without adequate EMD will be liable for rejection.
- d. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Mere submission of tender / proposal by a bidder will be presumed that he has read and understood all the clauses of the tender document and he is well versed with the terms and conditions stipulated therein. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
- e. The proposal will result in empanelment of successful bidders meeting the criteria as per this RFP. Successful bidders will enter into an agreement with BSMFCL and an empanelment letter with rate card will be issued to all agencies empaneled by this RFP. Subsequently, work orders will be issued on batch/activity basis to the empaneled agencies.

**Note:** Successful selection under this RFP may not necessarily result in an award of work to an agency. Award of work will be done on a case-to-case basis on the availability of batch.



## 2. Summary Sheet and Schedule of Bid Process

| Sr. No. | Information   | Details  |
|---------|---|--|
| 1.      | Name of the Organization                            | Bihar State Minorities Financial Corporation Ltd.  |
| 2.      | Tender No.  | 02/2025  |
| 3.      | Name of Work  | Empanelment of Manpower Service Provider for providing services of Trainers in 11 Computer Labs established by the Minority Welfare Dept., Govt. of Bihar.                                     |
| 4.      | Date of issue of Tender                             | 28/04/2025   |
| 5.      | Date of pre-bid meeting                             | 07/05/2025 at 03:00 P.M.   |
| 6.      | Last date of submission of Bid                      | 23/05/2025 till 05:00 P.M.   |
| 7.      | Opening of Technical Bid                            | 26/05/2025 at 11:00 A.M.   |
| 8.      | Address of Communication                            | Bihar State Minorities Financial Corporation Ltd.<br>34, Hardinge Road, Patna - 800001   |
| 9.      | Availability of Tender Document                     | <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> and <a href="http://www.bsmfc.org">www.bsmfc.org</a>   |
| 10.     | Validity of Proposal                                | Proposals must remain valid 180 days after the submission date.  |
| 11.     | Tender Documents Fee (Non-refundable)               | ₹ 10,000 (Rupees ten thousand only) payable through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.  |
| 12.     | Tender Processing Fee (Non-refundable)              | Applicable fee will be required to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.   |
| 13.     | Earnest Money Deposit (EMD)                         | ₹ 50,000/- (Rupees fifty thousand only) EMD to be submitted online through e-procurement portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> . (Exemption as per law) |
| 14.     | Bidders having common network                       | Not permitted  |
| 15.     | Consortium or JV or Agencies associated with BSMFCL | Not permitted  |

- The Technical & Financial Bidding will be through e-proc 2.0 portal only. The bidders shall upload all the documents as per the eligibility criteria.
- Any corrigendum / addendum to this tender will be notified through the aforesaid websites only.
- The Managing Director / Tender Committee of BSMFCL reserve the right to accept or reject any or all the bids without assigning any reason at any stage.

*SPD*

*Pawan Kumar*

*[Signature]*

*[Signature]*



## 2. Summary Sheet and Schedule of Bid Process

| Sr. No. | Information   | Details  |
|---------|---|--|
| 1.      | Name of the Organization                            | Bihar State Minorities Financial Corporation Ltd.  |
| 2.      | Tender No.  | 02/2025  |
| 3.      | Name of Work  | Empanelment of Manpower Service Provider for providing services of Trainers in 11 Computer Labs established by the Minority Welfare Dept., Govt. of Bihar.                                     |
| 4.      | Date of issue of Tender                             | 24/04/2025   |
| 5.      | Date of pre-bid meeting                             | 28/04/2025 at 03:00 P.M.   |
| 6.      | Last date of submission of Bid                      | 19/05/2025 till 05:00 P.M.   |
| 7.      | Opening of Technical Bid                            | 21/05/2025 at 11:00 A.M.   |
| 8.      | Address of Communication                            | Bihar State Minorities Financial Corporation Ltd.<br>34, Hardingè Road, Patna - 800001   |
| 9.      | Availability of Tender Document                     | <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> and <a href="http://www.bsmfc.org">www.bsmfc.org</a>   |
| 10.     | Validity of Proposal                                | Proposals must remain valid 180 days after the submission date.  |
| 11.     | Tender Documents Fee (Non-refundable)               | ₹ 10,000 (Rupees ten thousand only) payable through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.  |
| 12.     | Tender Processing Fee (Non-refundable)              | Applicable fee will be required to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.   |
| 13.     | Earnest Money Deposit (EMD)                         | ₹ 50,000/- (Rupees fifty thousand only) EMD to be submitted online through e-procurement portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> . (Exemption as per law) |
| 14.     | Bidders having common network                       | Not permitted  |
| 15.     | Consortium or JV or Agencies associated with BSMFCL | Not permitted  |

- The Technical & Financial Bidding will be through e-proc 2.0 portal only. The bidders shall upload all the documents as per the eligibility criteria.
- Any corrigendum / addendum to this tender will be notified through the aforesaid websites only.
- The Managing Director / Tender Committee of BSMFCL reserve the right to accept or reject any or all the bids without assigning any reason at any stage.



### 3. Scope of work:

BSMFCL invites Request for Proposal from eligible agencies for providing services of trainers in Computer Labs established by Minority Welfare Department at Auranagabad, Begusarai, Darbhanga, Gaya, Katihar, Khagaria, Kishanganj, Madhubani, Muzaffarpur, Nawada, and Rohtas districts. The detailed scope of work for the Trainers is outlined below:

- 3.1 The empaneled agency will provide services of qualified and experienced Trainers to conduct training programme at Computer Labs of the Minority Welfare Department situated in above mentioned districts.
- 3.2 The Trainers will give complete training to the students of Domestic Data Entry Operator and Diploma in Computer Application courses.
- 3.3 The Trainer to be deputed by the agency must have following qualification: -

| Minimum Educational Qualification  | Relevant Industry Experience |                                 | Training Experience |   | Remarks  |
|--|------------------------------|---------------------------------|---------------------|---|--|
|  | Years                        | Specialization                  | Years               | Specialization                                    |  |
| BCA, B.Sc. (IT),<br>B. Sc. (Computer Science),<br>B. Tech (Computer Science and Engineering) | Minimum 2 Years              | Experience in data entry domain | 1 year preferred    | Minimum 2 years' experience in data entry process | Certification in relevant data entry software competencies: MS Office, Adobe Acrobat |

**Note: -**

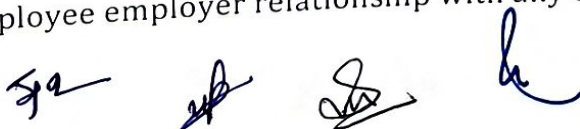
- The above requirement is indicative, and the actual number may change with time. based on the requirement of BSMFCL.
  - BSMFCL reserves the right to call candidates for a personnel interview before final selection.
- 3.4 Time shall be of the essence in the performance of the Party respective obligations. If any time period specified herein is extended for the reason specified in the Agreement, any such extension if granted needs to be adhered to strictly.
  - 3.5 The staff to be provided shall be the employees of the Agency and the list of such staff going to be deployed shall be made available to BSMFCL within four weeks from the award of contract.
  - 3.6 The Selected Agency shall furnish the following documents in respect of the personnel who will be deployed at BSMFCL before the commencement of work.
    - a. List of persons deployed.
    - b. CV of the person
    - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
    - d. Identity Cards bearing photograph.
    - e. Aadhar number of the persons deployed (copy of the Aadhar Card may be





provided).

- 3.7 The Agency will maintain a record/register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official/representative of BSMFCL. While raising the bill, the deployment particulars of the personnel engaged during each month should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the concerned official of BSMFCL, regarding payment of salaries as per rules and laws in force.
- 3.8 BSMFCL shall have the right to remove any person if he/she is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
- 3.9 All statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation Act, etc. The calculation of ESI and EPF for the personnel deployed shall be governed by the EPF Act and ESI Act respectively i.e. the ESI and EPF for the wages of personnel deployed by the bidders shall be calculated on the basic wage which shall in no case be lesser than the minimum wage as notified by the Government from time to time.
- 3.10 BSMFCL shall have the right, within reason, to have the employee removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to BSMFCL.
- 3.11 The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for BSMFCL. The Agency shall have its own Establishment/Setup/Mechanism, etc. at its own cost to ensure.
- 3.12 Correct and satisfactory performance of its liabilities and responsibilities under the contract. The Agency shall ensure that its personnel shall not at any time, without the consent of BSMFCL in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by BSMFCL and shall not disclose any information about the affairs of BSMFCL. This clause does not apply to the information, which becomes public knowledge.
- 3.13 BSMFCL shall not be under any obligation for providing employment to any of the employee of the Agency after the expiry of the contract. BSMFCL does not recognize any employee employer relationship with any of the employee of the Agency.

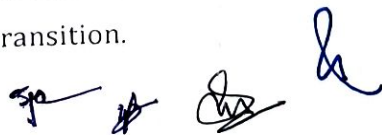


- 3.14 The contract period is for twelve months from the date of commencement, which may be extended further subject to satisfactory performance of the agency and on mutual consent of both the parties.
- 3.15 During the course of the contract, if any Agency's personnel is found to be indulging in any corrupt practices causing any loss of revenue to BSMFCL shall be entitled to terminate the contract forthwith duly forfeiting the Agency's Performance Guarantee.
- 3.16 Any liability arising out of any litigation (including those in consumer courts) due to any act of the Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- 3.17 The place of jurisdiction shall be Patna, Bihar for handling any disputes arising out of this contract/agreement.
- 3.18 The bidder shall be entirely responsible for redressing grievances or resolution of disputes relating to personnel deployed.
- 3.19 All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.
- 3.20 BSMFCL reserves the right to increase or decrease the quantities by giving ten days' notice to the second party. -
- 3.21 The contract is valid for two (2) years and it can be extended to another year upon the decision of Authority of BSMFCL.

**3.22 Transition and Exit Plan:**

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

- a. All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b. The transition plan along with the period shall be mutually agreed between the vendor and the BSMFCL, when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.





#### 4. Timelines:

The bidder shall deploy staff at BSMFCL within one week from the issue of work order/purchase order.

#### 5. Liquidated Damages:

The liquidated damage is an estimate of the loss or damage that BSMFCL may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder. If the bidder fails to deliver the services within the time period(s) specified in the contract, BSMFCL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the order value for every week (seven days) or part thereof of delay, would be levied subject to maximum one week. It means, the bidder shall have the liability of delayed supply to the maximum of one week after expiry of scheduled delivery date. After that the supply order shall be canceled and EMD may be forfeited and bidder may be debarred from participation in any future tenders.

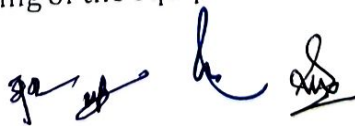
#### 6. Payment terms and condition:

- a. BSMFCL will make the consolidated payment for each person engaged by the agency against the bill raised by the agency every month.
- b. The agency shall submit an original invoice along with necessary supporting documents such as attendance sheet, PF/GST paid receipt etc.
- c. The amount will be reimbursed to Agency as per approved rate.
- d. No payment shall be made in advance to the Agency.
- e. All the clauses mentioned in Resolution No. M-4-06/2023-2988 dated 23/03/2023 of Finance Department, Government of Bihar shall be mandatory & applicable.

Handwritten signatures and initials in black ink, including a large signature and several smaller initials.

## 7. Indemnification: -

- 7.1 The Bidder shall, at its own expense, defend and indemnify BSMFCL against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, vendors, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labor Laws including wages, salaries, remuneration, compensation or like.
- 7.2 The Bidder shall indemnify, protect and save BSMFCL and hold BSMFCL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from:
- 7.2.1 A gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 7.2.2 Breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder.
- 7.3 Use of the deliverables and or services provided by the Bidder.
- 7.4 Infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- 7.5 The Bidder shall further indemnify BSMFCL against any proven loss or damage to BSMFCL's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
- 7.6 The Bidder shall further indemnify BSMFCL against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BSMFCL for malfunctioning of the equipment at all points of time.

Handwritten signatures in blue ink, appearing to be initials or names, located below the text of clause 7.6.



## 8. Termination and Blacklisting:

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

### Note:

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



## 9. Penalties: -


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

## 10. Termination of Payments: -

These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, BSMFCL may encash and appropriate the performance security/bank guarantee etc. BSMFCL may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

## 11. Foreclosure with Mutual consent: -

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





## 12. Fraud or Corrupt Practices

- a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, BSMFCL may reject a bid, withdraw the LOI/WO debar the bidder for a period of one year from participating in the future projects of BSMFCL or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, BSMFCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia. time, cost and effort of the Authority in regard to the RFP. including consideration and evaluation of such Bidders Empanelment.
- b. Without prejudice to the rights of BSMFCL under Clause above and the rights and remedies which BSMFCL may have under the LOI/WO the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by BSMFCL during a period of < 1(one)year> from the date such Bidder, is found by BSMFCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
  - ii. "Fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. "Coercive practice" means impairing or harming or threatening to impaired harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;



- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BSMFCL, Government of Bihar with the objective of canvassing, lobbying in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **13. Dispute Resolution**

- a. All disputes or differences arising out of or in connection with the agreement or any part thereof, shall be settled by negotiation among the stakeholders;
- b. Any complaint arising out of or relating to the Agreement or performance, which cannot be settled amicably, will be filed by the Agency before the Chief Financial Officer, who will decide the issue after affording an opportunity of being heard to the stakeholders;
- c. In case the Agency is aggrieved by the order / decision of the Chief Financial Officer, he may file an appeal against the order before the Managing Director, BSMFCL within the 30 days of the order of the Chief Financial Officer. The Managing Director's decision in this regard will be final and binding.

Four handwritten signatures in black ink, arranged horizontally. The signatures are stylized and cursive, with varying lengths and flourishes.



## 14. Terms and conditions

### I. Earnest Money Deposit: -

- i. Bidders shall submit along with their bids, EMD of ₹ 50,000 (Rupees Fifty Thousand only) **through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) via e-Proc Portal before last date & time of tender submission** and should be valid for 180 days from the due date of the tender/RFP.
- ii. Bids submitted without adequate EMD will be liable for rejection.
- iii. EMD is relaxed for the vendor with Valid MSME Certificate.
- iv. EMD of all unsuccessful bidders would be refunded by BSMFCL within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure II. The EMD may be forfeited in case bidder withdraws its bid during the period of bid validity or successful bidder failed to execute the contract.

### Right to terminate the process: -

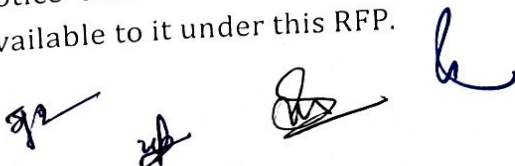
- i. BSMFCL may terminate the RFP process at any time and without assigning any reason. BSMFCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by BSMFCL. The bidder's participation in this process may result in BSMFCL selecting the bidder to engage towards execution of the contract.

### II. RFP Document Fees and Tender Processing Fee-

- i. RFP document can be downloaded from the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) after paying a tender fee of ₹ 10,000/- and processing fee of ₹ 590/-. The fees will have to be paid online on the abovementioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

### III. Performance Bank Deposit -

- i. On receipt of LOI (Letter of Intent) from BSMFCL, the successful bidder will furnish a bank guarantee byway of performance security, equivalent to 5% of the total contract value defined in this RFP or before this signing of the subsequent contract, typically within 15 days from the notification of LOI, unless specified to the contrary. In case a successful bidder fails to submit Performance Guarantee within the time stipulated, BSMFCL may at its sole discretion cancel the LOI/LOA without giving any notice and encash EMD furnished by the Bidder in addition to any other right available to it under this RFP.



#### **IV. Submission of Proposals**

- i. The bidders should submit their responses as per the format given in this RFP in the following manner
  - a) Technical Proposal
  - b) Commercial Proposal.
- ii. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- iii. All the pages of the proposal must be sequentially numbered and each page must be duly signed by the authorized signatory with the seal of the Agency / Firm and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- iv. The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website.
- v. Detailed CV of all proposed resource person to be submitted along with copies of certificates along with the technical proposal.

#### **V. Venue & Deadline for Submission of Proposals: -**

- i. Proposals, in its complete form in all respects as specified in the RFP, must be submitted online through <http://eproc2.bihar.gov.in>.

#### **VI. Late Bids: -**

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. BSMFCL reserves the right to modify and amend any of the above-stipulated conditions/criterion depending upon project priorities vis-a-vis urgent commitments.

#### **VII. Tender Validity: -**

- i. The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of submission of Tender.

#### **VIII. Selection of Agency: -**

- i. The selection is a two-stage evaluation process based on the QCBS Method.





## 15. Pre-Qualification & Technical Evaluation: -

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

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

| Sr. No. | Requitement                                 | Criteria  | Documents Required   |
|---------|---|---|--|
| 1       | Legal Entity                                | Any legal entity should be registered with the appropriate authority in India and have valid registration certificate for incorporation.                    | i. Certificate of Incorporation / registration from an authority of State/Central Government is to be submitted.<br>ii. <b>Form 2:</b> Particulars of the Bidder<br>iii. <b>Form 4:</b> Format for Affidavit<br>iv. Self-attested copy of Aadhar of Principal Officer of the bidder. |
| 2       | Turnover                                    | The bidder shall have an average annual turnover of ₹ 50 lakhs or more for the last three FYs (2021-22, 2022-23 and 2023-24).                               | Audited Financial Statements and a CA certificate with valid UDIN number confirming the same.  |
| 3       | Experience                                  | The bidder shall have a minimum 1 year of experience in providing Trainers of a similar nature as on the date of submission of the bid.                     | Work Order and Completion Certificate<br><b>Form 5:</b> Format of Experience Certificate   |
| 4       | Not Indicted / blacklisted By Court / Govt. | Bidders should not have been blacklisted by any central / state government or any government institutions / organizations as on the date of bid submission. | Self-Declaration from the bidder ( <b>Form 3:</b> Declaration of Non-Blacklisting)   |
| 5       | Sub-contracting/ Consortium                 | Any form of Consortiums / Subcontracting is not allowed without prior written approval of BSMFCL  | Self-Declaration from the bidder ( <b>Form 1:</b> Undertaking on Total Responsibility)   |
| 6       | Profit / Loss in 2023-24                    | The bidder incurred loss during the FY 2023-24 shall not be eligible.   | Audited Financial Statement for FY 2023-24.  |
| 7       | Registration with Tax and other Authorities | The bidder should be registered with Tax Authorities and appropriate authorities under the provisions of labour laws.                                       | Attested copy of PAN, GSTIN and ITR Acknowledgement for preceding three Assessment Years together with the attested copy of EPF and ESI Certificates including latest copy of quarterly return along with its challan.   |

The Bidders shall be evaluated on the following parameters:

| Sr. No             | Requirement   | Maximum Marks | Evaluation Criteria   |
|--------------------|---|---------------|---|
| 1.                 | Company Credentials No. of years in operation)<br>i. 0-5 years- 5 Marks<br>ii. More than 5 Years – 10 Marks | 10            | The Bidder should be a legal entity registered and operating under the relevant laws of India   |
| 2.                 | Turnover  | 10            | Average Annual Turnover of FY 2021-22, 2022-23 and 2023-24 $\geq$ 50 Lakhs but less than 100 Lakhs- 05 Marks<br>Average Annual Turnover for FY 2021-22, 2022-23 and 2023-24 above 100 Lakhs - 10 Marks                                      |
| 3.                 | Experience  | 20            | For meeting criteria (Similar nature of work of ₹ 20 Lakhs) - 10 marks<br>Similar nature of work between ₹ 20 Lakhs to ₹ 50 Lakhs - 15 Marks<br>Similar nature of work more than ₹ 50 Lakhs - 20 Marks<br>Work Order/Completion Certificate |
| 4.                 | Technical Presentation (Technical Presentation date to be notified to bidders via E-mail / Phone)           | 10            | Quality / experience of Manpower / Trainer, Bidder's relevant experience demonstration and understanding of requirement and Timelines of deployment.  |
| <b>Grand Total</b> |   | <b>50</b>     | A minimum 35 marks is required to qualify further evaluation (i.e. to be a part of financial bid)   |

**NOTE:**

(Presentation Date will be confirmed Via Email/Phone). Bidders who score at least 35 marks out of 50 in technical evaluation criteria will be considered as technically qualified.

Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letterhead and is to be signed by an authorized signatory only.

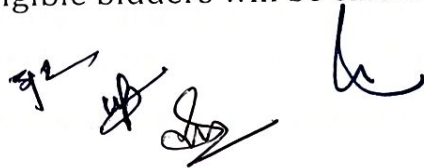


Completion Letter/Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.

If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though the Tender Evaluation Committee can ask for clarifications on their own discretion.

Bids submitted will be evaluated by the Tender Committee. The Tender Committee would also undertake a discussion/presentation with the bidders on the understanding of the assignment, proposed ideas and solution, and the experiences. The technical capabilities and competence of the bidders should be clearly reflected in the discussion/presentation.

BSMFCL will inform the date, time and venue of the discussion / presentation to the bidders. Based on the details submitted by the bidder in the Technical Proposal and the Discussion/Presentation with the Tender Committee at BSMFCL, the Technical Evaluation of the eligible bidders will be carried out.

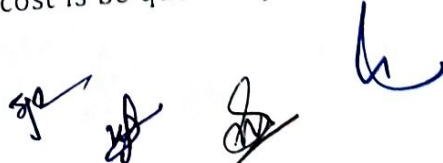
Handwritten signatures and initials in black ink, including a large signature on the right and several smaller initials or marks on the left.

## 16. Financial Bid Evaluation

- i. The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given weightage of 70%. The financial bids will be given a weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. BSMFCL will appoint the top ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same then the bidder with more years of experience will be considered.
- ii. Bidders secured at least 35 or more out of 50 marks in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
- iii. The Bidders are required to quote their total fee (inclusive of GST as applicable) for the assignment. This amount / quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- iv. After opening of financial bids of eligible bidders, the financial scoring will be done.
- v. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula as below:
- vi.  $\text{Financial Score} = (\text{Lowest Quote among the Bidders} / \text{Quote of the Bidder}) * 100$
- vii. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- viii. The Bidder with Rank One (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using a weightage of 70:30 for Technical and Financial respectively.
- ix. Illustration for calculation of combined score is as under:

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

- x. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. Abnormally low financial bids will be handled as per the guidelines issued by the Government.
- xi. Errors and Rectification: If there is a discrepancy between words and figures, the figure indicated in words will prevail".
- xii. The total cost is be quoted by also including all the cost associated as defined in the tender.





**17. Award Criteria: -**

The Contract will be awarded on QCBS (70:30). BSMFCL reserves the right to empanel the bidder for organizing events of similar nature for the same bid.

**Note:**

Cut-off date for the above to be taken as date of publication of the tender unless otherwise specified. Documentary evidence must be submitted for each Criteria.

Self-declaration needs to be signed by Authorized Signatory/ as specified.

**18. Right to accept any proposal and to reject any or all proposal(s):-**

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

**19. Contract Finalization and Award: -**

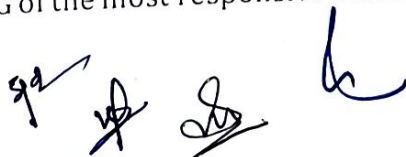
- BSMFCL shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On The Contract will be awarded on the basis of the QCBS Method. BSMFCL reserves the right to empanel more than one bidder on the Negotiated/Bid rate. BSMFCL also reserves the right to negotiate with the bidders on the Bid rate on one or more categories.
- BSMFCL reserves the right to order the quantities that may vary according to the specific requirement during the contract duration.

**20. Signing of Contract: -**

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

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSMFCL may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, BSMFCL shall invoke the PBG of the most responsive bidder.



**22. Annexure: -**

**Annexure I: TECHNICAL BID TEMPLATES**

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

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

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Non-Blacklisting declaration

Form 4: Format for Affidavit

Form 5: Format of Experience certificate

**Annexure II: FINANCIAL PROPOSAL TEMPLATE  
(Forms to be used in Commercial Proposal)**

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee





**Form 1: Undertaking on Total Responsibility**

No. ....

Date: .....

To,

.....  
.....  
.....

Dear Sir,

**Sub: Self certificate regarding Total Responsibility**

This is to certify that we undertake total responsibility for providing trainers at BSMFCL as per the requirements, terms and conditions of the RFP.

We confirm that no part of the work will be subcontracted to any agency without written approval from BSMFCL.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory of the Bidder)

Organization Name

Designation:

Date

Time

Seal

Business Address:



## Form 2: Particulars of the Bidder

(On the letter head of the bidder)

|     |   |  |
|-----|---|--|
| 1.  | Name of the Bidder  |  |
| 2.  | Address of the Bidder   |  |
| 3.  | Status of the Company (Public Ltd/Pvt. Ltd/ Partnership)  |  |
| 4.  | Details of Incorporation of the Company / Registration of the company/agency.                       |  |
| 5.  | Valid GST No.   |  |
| 6.  | Permanent Account Number (PAN)  |  |
| 7.  | ESIC Registration / Code No.  |  |
| 8.  | EPF Registration / Code No.   |  |
| 9.  | Labour License Number   |  |
| 10. | Aadhar No. of Principal Officer   |  |
| 11. | Annual Turnover   |  |
| 12. | Net Worth   |  |
| 13. | Net Profit  |  |
| 14. | Name & Designation of the contact person to whom all references shall be made regarding this tender |  |
| 15. | Mobile number of Bidder & Telephone No. (with STD Code)   |  |
| 16. | E-Mail of the contact person:   |  |

### Particulars of Partners / Designated Partner / Directors of the Bidder

| Sr. No. | Name of the Partner / Director | Address of the Partner / Director | Designation of the Partner / Director |
|---------|--------------------------------|-----------------------------------|---------------------------------------|
|         |                                |                                   |                                       |
|         |                                |                                   |                                       |
|         |                                |                                   |                                       |

Declaration:

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge and belief.



Authorized Signatory Designation





**Form 3**  
**SELF-DECLARATION ABOUT NON-BLACKLISTING**  
(On the Letterhead of the Bidder and to be submitted/ uploaded online)

To,

.....  
.....  
.....

**Subject: E-Tender for <Tender Name>, Tender No: <Tender No>, dated: <Tender Date>**

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible. for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)



## Form 4: FORMAT FOR AFFIDAVIT

### UNDERTAKING REGARDING GENUINENESS OF DOCUMENTS

(On Non-Judicial Stamp Paper of ₹ 100/-)

I/we, ..... Partner / Director / Legal  
Attorney / Accredited Representative of M/s. ....  
solemnly declare that:

1. I/We are submitting Tender for the work  
..... against Tender No. ....
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct, and true.
3. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
4. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future tenders and/or any action as deemed fit by BSMFCL may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning / delisting of our entity and all related persons etc.
5. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender document and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.



Signature of the Bidder with Seal

Dated .....





### Form 5: Format of Experience certificate

| Contract No. /<br>Sup order No. | Name of<br>the Client | Description<br>of work | Total no.<br>of IT<br>resources<br>provided | Value of<br>Contract<br>(₹ In lakhs) | Date of<br>issue of<br>Work Order | Stipulated<br>period<br>of<br>completion | Actual date<br>of<br>completion |
|---------------------------------|-----------------------|------------------------|---|--------------------------------------|-----------------------------------|--|---------------------------------|
|                                 |                       |                        |   |                                      |                                   |  |                                 |
|                                 |                       |                        |   |                                      |                                   |  |                                 |
|                                 |                       |                        |   |                                      |                                   |  |                                 |
|                                 |                       |                        |   |                                      |                                   |  |                                 |

Handwritten marks and signatures:

- A checkmark symbol (✓)
- A signature (up)
- A signature (SD)
- A signature (b)

## ANNEXURE - II FINANCIAL BID

### Form 1: Financial Proposal

| Sr. No. | Position                  | Daily remuneration inclusive of EPF & ESI Contribution | Service Charge | Total   | Applicable Tax | Total   |
|---------|---------------------------|--|----------------|---------|----------------|---------|
| 1       | 2                         | 3  | 4              | 5 = 3+4 | 6              | 7 = 5+6 |
| 1.      | Trainer for Computer Labs |  |                |         |                |         |

**Note: -**

1. These BSMFCL has decided daily remuneration for trainers as fixed for highly skilled employees by the Labour Resources Department, Govt. of Bihar. This will be revised according as the revision by the aforesaid department.
2. The bidder shall specify the amount of GST separately.
3. Quoting rate less than minimum wages will be a disqualification for financial bid.
4. This form is illustrative, bidders shall submit the BOQ excel file given along with the tender documents.
5. The financial proposal shall include all costs associated with the scope of work. BSMFCL shall not bear any cost other than the total cost mentioned in the financial proposal.
6. All the clauses mentioned in Resolution No. M-4-06/2023-2988 dated 23/03/2023 of the Finance Department, Government of Bihar shall be mandatory and applicable.
7. BSMFCL reserves the right to request the required number of trainers from the empaneled agency as per its operational needs. The agency shall ensure the timely provision of personnel with the requisite qualifications and experience in accordance with the terms and conditions outlined in the RFP.





**Annexure II:**  
**Form 2: Performance Bank Guarantee**  
**PERFORMANCE SECURITY:**

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<email id>

Whereas, <name of the supplier and address> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert1 Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to BSMFCL (hereinafter called "the beneficiary")

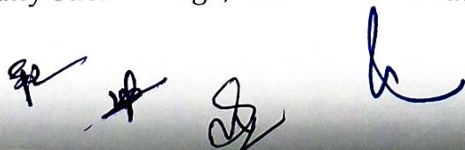
And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/Registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ₹ <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹ <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

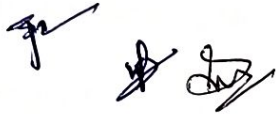


This Guarantee shall be valid until *<Insert Date>*)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed ₹ **<Insert Value>** **(Rupees <Insert Value in Words> only)**.
- II. This bank guarantee shall be valid up to *<Insert Expiry Date>*

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.

Three handwritten signatures in black ink, appearing to be initials or names, located below the main text.A single handwritten signature in black ink, located to the right of the other signatures.