



Bihar Prashasanik Sudhar Mission

REQUEST FOR PROPOSAL

Selection of Agency for Training of Officers and Employees of Government of Bihar for Bihar Right to Public Grievance Redressal Act,2015/ Rules, 2016.

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Part I- Proposal Procedures

Section I- Instructions to Consultants

A. General

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Consultant" means any entity or person(s) or their affiliates that may provide or provides the Services to the BPSM Society under the Contract. In this instance, the Consultants will be the organisation bidding to deliver the training to the identified employees of Government of Bihar.
- (b) "Contract" means the Contract and all the attached documents signed by the Parties.
- (c) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (d) "Day" means calendar day.
- (e) "BPSM Society" means the agency with which the selected Consultant signs the Contract for the Services. In this instance, the BPSM Society is Bihar Prashasanik Sudhar Mission (BPSM) Society.
- (f) "Instructions to Consultants" means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (g) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (h) "Proposal" means the Technical Proposal, Financial Proposal/s and the attached documents
- (i) "Zone" means an area whose geographical limits have been defined the Data Sheet
- (j) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (k) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the BPSM Society and the Consultant, and expected results and deliverables of the assignment.
- (m) "Refresher Course" means the same training program conducted for the officers and employees identified by BPSM of the same duration and the same content including a special focus on issues/items as specified by BPSMS.-

2. Introduction

2.1 The BPSM Society has issued this Request for Proposal (RFP) to select a Consultant, to provide **‘Training of Officers and Employees of the Government of Bihar on ‘The Bihar Right to Public Grievance Redressal Act and Rules, 2015’**. The selection shall be done in accordance with the method of selection specified in the Instruction to Consultant /Data Sheet, for the services required. The successful Consultant shall be expected to render the Services for the period specified in the Data Sheet.

2.2 Throughout these documents:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa;

3. Source of Funds

3.1 BPSM Society has received funds from the General Administration Department , Government of Bihar towards training of officers and employees and intends to apply a portion of the funds to eligible payments under the contract for which these RFP documents are issued.

4. Fraud and Corruption

4.1 BPSM Society requires that all the Consultants observe the highest standard of ethics during the selection process and throughout the execution of such contracts. In pursuit of this policy, the BPSM Society:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the BPSM Society, designed to establish proposal prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will black list a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt,

fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

- 4.2 Furthermore, Consultants shall be aware of the provision stated in GCC Sub-Clause 20.1 (a) (ii) of the General Conditions of Contract.
- 4.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission form (Section IV- Proposal Forms).

5. Eligible Consultants

- 5.1 A Consultant shall not have a conflict of interest. All Consultants found to have conflict of interest under any of the circumstances set forth below shall be disqualified:
 - (a) A Consultant (including its Personnel and Sub-Consultants) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same.
 - (b) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the BPSM Society's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the BPSM Society throughout the selection process and the execution of the Contract.
- 5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their BPSM Society, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 5.3 A Consultant that is under a declaration of ineligibility by BPSM Society in accordance with ITC Clause 4, at the date of contract award, shall be disqualified.
- 5.4 Consultants shall provide such evidence of their continued eligibility satisfactory to the BPSM Society, as the BPSM Society shall reasonably request.

6. One Proposal per Consultant

- 6.1 A Consultant shall submit only one proposal in the same selection process. A Consultant who submits or participates in more than one proposal will cause all the proposals in which the Consultant has participated to be disqualified.

7. Cost related to preparation and submission of proposal

- 7.1 The consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiations, and the BPSM Society will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the entire selection process.

8. Language of Proposal

- 8.1 The Proposal, as well as all correspondence and documents relating to the proposal exchanged by the Consultant and the BPSM Society, shall be written in English.

9. Visit

- 9.1 The Consultant may familiarize itself with local conditions and take them into account in preparing the Proposal. Consultant may visit the BPSM Society or any other relevant offices before submitting a proposal and obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into a contract. The costs of visiting the BPSM Society or any other relevant offices shall be at the Consultant's own expense.
- 9.2 The Consultant and any of its personnel or agents will be granted permission by the BPSM Society to enter upon its premises for the purpose of such visit, but only upon the express condition that the Consultant, its personnel, and agents will release and indemnify the BPSM Society and its personnel and agents from and against all liability in respect thereof.
- 9.3 Consultants shall ensure that the BPSM Society is advised of the visit in adequate time to allow them to make appropriate arrangements.
- 9.4 The BPSM Society may conduct the visit concurrently with the pre-proposal conference referred to in ITC Clause 12.

10. Sub consultants

- 10.1 A shortlisted Consultant shall not be allowed to associate with Consultants who have not been shortlisted and/or individual expert(s).

B. RFP Documents

11. Contents of RFP Documents

- 11.1 The RFP documents are those stated below and should be read in conjunction with any Addenda issued in accordance with ITC Clause 13:

Part I Proposal Procedures

Section I. Instructions to Consultants

Section II. Data Sheet

Section III. Evaluation Criteria

Section IV Proposal Forms

Part II Requirements

Section V. Terms of Reference

Part III Contract conditions and forms

Section VI. General Conditions of Contract (GCC)

Section VII. Particular Conditions of the Contract (PCC)

Section VIII. Contract Forms .

- 11.2 The BPSM Society is not responsible for the completeness of the RFP Document and their Addenda, if they were not obtained directly from the BPSM Society.

11.3 The Consultant is expected to examine all instructions, forms, terms, and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the proposal.

12. Request for Clarification and Pre-proposal conference

12.1 A Consultant requiring any clarification prior to the submission of the Proposal shall contact the officer authorized by BPSM Society in writing at the address specified in the Data Sheet. The Request for Clarification shall be submitted no later than the period specified in the data sheet.

12.2 The BPSM Society shall respond in writing and shall send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.

12.3 The BPSM Society may hold a pre-proposal conference on such date as may be specified in the data sheet or any other date as may be communicated later, to resolve only those clarifications which have been received in writing. The Consultant's designated representative shall only be allowed to attend a pre-proposal conference.

12.4 The BPSM Society shall forward copies of the letter containing the clarifications as sought in the pre-proposal conference to all the Consultants after the pre-proposal conference. The letter shall be including a description of the inquiry but without identifying its source.

12.5 Any modification of the proposal documents that may become necessary as a result of the clarification shall be made by the BPSM Society exclusively through the issue of an Addendum pursuant to ITC Clause 13.

12.6 Nonattendance at the pre-proposal conference shall not be a cause for disqualification of a Consultant.

13. Amendments/modification to RFP Documents

13.1 At any time prior to the deadline for submission of proposals, the BPSM Society may amend the RFP Documents by issuing addendum.

13.2 Any addendum issued shall be communicated in writing to all the Consultants who have obtained the RFP Documents directly from the BPSM Society. Consultants shall acknowledge the receipt of all amendments which shall be binding on them.

13.3 To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, the BPSM Society may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Clause 24.

C. Preparation of Proposals

14. Documents comprising the proposal

14.1 The Proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal containing the documents listed in ITC Clause 14.2 and the other the

Financial Proposal containing the documents listed in ITC Clause 14.3, all enclosed together in an outer single envelope.

14.2 The Technical Proposal shall comprise the following:

- (a) Technical Proposal in accordance with ITC Clause 18 & 19;
- (b) Complete and unconditional Proposal Submission Form (Part A) in accordance with ITC Clause 15
- (c) Earnest Money Deposit in accordance with ITC Clause 17,
- (d) written confirmation authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC Clause 22.2;

14.3 The Financial Proposal shall comprise the following:

- (a) Separate Financial Proposal for each Zone in which the consultant wishes to offer its service, including complete and unconditional Proposal Submission Form (Part B) and completed schedules in accordance with ITC Clause 20;
- (b) The Financial Proposal for each zone shall be enclosed in a separate sealed envelope

15. Proposal Submission Form and Schedules

15.1 The Consultant shall submit the Proposal Submission Form, Schedules and all documents listed under ITC Clause 14 using the relevant forms furnished in Section IV, Proposal Forms, if so provided. The forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

16. Period of validity of Proposals

16.1 Proposal shall remain valid for the period specified in the Data Sheet after the proposal submission deadline as per ITC clause 24, including extensions if any. A proposal valid for a shorter period shall be rejected by the BPSM Society as non responsive. During the proposal validity period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The BPSM Society will make its best effort to complete negotiations within this period.

16.2 In exceptional circumstances, prior to the expiration of the proposal validity period, the BPSM Society may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. If Earnest Money Deposit (EMD) is requested in accordance with ITC Clause 17, it shall also be extended for a corresponding period. A Consultant may refuse the request without forfeiting its EMD.

16.3 A Consultant granting the request

- (a) shall not be required or permitted to modify its proposal, but will be required to extend the validity of its EMD for the period of the extension.
- (b) shall confirm that they maintain the availability of the Professional staff nominated in the Proposal to be considered in the final evaluation for contract award.

17. Earnest Money Deposit

17.1 The Consultant shall furnish along with its proposal, an Earnest Money Deposit (EMD) as a proposal security.

17.2 The EMD shall be of Rs. 1 Lakh (Rupees One Lakh only) and shall:

- (a) at the Consultant's option, be in the form of a Demand Draft drawn on a Nationalised bank favouring "Bihar Prashasnik Sudhar Mission Society" or a bank guarantee from a Nationalised bank in India in a form provided by the BPSM Society;
- (b) be substantially in accordance with the form of Earnest Money Deposit included in Section IV, Proposal Forms, or other form approved by the BPSM Society prior to proposal submission;
- (c) be payable promptly upon written demand by the BPSM Society in case the conditions listed in ITC Clause 17.6 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the validity period of the proposals, as extended, if applicable, in accordance with ITC Clause 16.2;

17.3 If an EMD is required in accordance with ITC Sub-Clause 17.1, any proposal not accompanied by a substantially responsive EMD in accordance with ITC Sub-Clause 17.1 and 17.2, shall be rejected by the BPSM Society as non-responsive.

17.4 The EMD of the successful Consultants shall be returned without any interest whatsoever, at the earliest upon the successful Consultant's furnishing of the Performance Security and the signed Contract Form pursuant to ITC Clause 39 and 40.

17.5 The EMD of the unsuccessful Consultants shall be returned without any interest whatsoever, at the earliest after expiry of the final proposal validity period but not later than 30 days after the award of the contract.

17.6 The EMD shall be forfeited:

- (a) if a Consultant withdraws or amends its during the period of proposal validity specified by the Consultant on the Proposal Submission Form, except as provided in ITC Sub-Clause 16.2; or
- (b) if a Consultant impairs or derogates from the proposal document in any respect within the period of validity of the proposal
- (c) if the successful Consultant fails to:
 - (i) sign the Contract in accordance with ITC Clause 40;
 - (ii) furnish the required Performance Security in accordance with ITC Clause 39.

18. Preparation of Technical Proposal

18.1 Notwithstanding any number of Zones, for which the consultant submits its financial proposal, it will submit only one Technical Proposal

18.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (b) If the same Consultant wishes to bid for more than one Zone, the same CV shall not be proposed for more than one Zone

19. Technical Proposal Submission Form and Content

- 19.1 Consultants shall submit a Full Technical Proposal (FTP)
- 19.2 The maximum number of pages permitted for each type of proposal shall be as specified in Section IV – Proposal Form. If the maximum number of pages is exceeded, a penalty shall be applied during evaluation of the Proposal. A page is considered to be one printed side of A4 size paper.
- 19.3 The Technical Proposal shall contain the information indicated in this Clause using the Technical Proposal Form (Section IV- Proposal Form).
- (a) List of all the Divisions for which the consultant proposes to carry out the service. Any Financial Proposal submitted for a Zone, which is not mentioned in this list shall be considered non-responsive
 - (b) A brief description of the Consultants' organization and an outline of recent experience of the Consultants. For each assignment, the outline shall indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information shall be provided only for those assignments for which the Consultant was legally contracted, in its individual capacity or as a member of a consortium/Joint Venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the BPSM Society..
 - (c) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR i.e. description of the approach, methodology, organization and staffing schedule and work plan for performing the assignment.
- 19.4 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks (Section IV: Proposal Form).
- 19.5 Estimates of the staff input (staff-months of professionals) needed to carry out the assignment (Section IV: Proposal Form).
- 19.6 CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Section IV: Proposal Form)
- 19.7 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.

20. Financial Proposal Submission Form and Content

- 20.1 Each Consultant will submit separate financial proposal for each of the Zone in which it proposes to offer its services
- 20.2 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment shall be listed in the Financial Proposal Form (Section IV: Proposal Form).
- 20.3 All duties, taxes, and other levies payable by the Consultant under the Contract, or for any other cause, as applicable during the period of 28 days prior to the deadline for submission of proposals, shall be included in the rates and prices and the total Proposal Price submitted by the Consultant.
- 20.4 The prices quoted by the Consultant shall be fixed and not subject to variation on any account.
- 20.5 The price to be quoted in the Financial Proposal and Proposal Submission Form shall be the total price of the proposal, including any discounts offered and the applicable taxes and duties.

21. Currency of Proposal

- 21.1 The currency of the proposal and payment shall be Indian Rupees.

22. Format and signing of Proposal

- 22.1 The Consultant shall prepare one original of the documents comprising the proposal as described in ITC Clause 14, and clearly mark it "ORIGINAL PROPOSAL". In addition, the Consultant shall submit **2 (TWO) copies** of the proposal, in the number specified in the Data Sheet and clearly mark them "COPY OF PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the proposal shall be typed or written in indelible ink and all the pages shall be signed by a person duly authorized to sign on behalf of the Consultant. A written power of attorney/authorizing document indicating such authorizations should be submitted along with the proposal.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

D. Submission and opening of Proposals

23. Submission, sealing and marking of Proposal

- 23.1 Consultants shall submit their proposals by post or by hand. Consultants shall enclose the original and each copy of the Technical Proposal, in a sealed envelope, duly marking the envelopes as "TECHNICAL PROPOSAL". Similarly, the original and copies of Financial Proposal for each Zone shall be placed in a separate sealed envelope, each marked "FINANCIAL PROPOSAL for (Name of the Zone)." All these financial proposal/s

shall than be enclosed in one single outer Envelope and Marked "FINANCIAL PROPOSAL". These envelopes containing the technical and the financial proposal shall then be enclosed in one single outer envelope and sealed. The rest of the procedure shall be in accordance with ITC Clauses 23.2 & 23.3.

23.2 All the envelopes shall:

- (a) bear the name and address of the Consultant;
- (b) be addressed to the BPSM Society in accordance with ITC Sub-Clause 24.1 and as mentioned in the data sheet;
- (c) bear the specific identification of this selection process indicated in ITC Clause 2.1 and the Data Sheet
- (d) The financial proposal shall bear a warning "Do not open with the technical proposal".

23.3 If all envelopes are not sealed and marked as required, the BPSM Society shall assume no responsibility for the misplacement or premature opening of the proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, the proposal shall be considered non-responsive.

24. Deadline for Submission of Proposals

24.1 Complete proposals must be received by the person authorised by the BPSM Society as specified in the Data Sheet at the address specified in the Data Sheet and no later than the date and time specified in the Data Sheet. The authorized person shall acknowledge receipt with date and time to the bearer of the proposal.

24.2 The BPSM Society may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITC Clause 13, in which case all rights and obligations of the BPSM Society and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Proposals

25.1 The BPSM Society shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITC Clause 24. Any proposal received by the BPSM Society after the deadline for submission of proposals shall be **declared late, summarily rejected**, and returned unopened to the Consultant.

26. Withdrawal, Substitution, and Modification of Proposals

26.1 No proposal, once submitted, shall be allowed to be withdrawn, substituted, or modified in any manner.

27. Proposal Opening

27.1 The BPSM Society shall conduct the Technical proposal opening in public in the presence of the Consultants or their authorized representatives at the address, date and time specified in the Data Sheet including extensions if any. The authorized

representatives, who intend to attend the proposal opening, are to bring with them letters of authority from the corresponding Consultants. The BPSM Society shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

27.2 The process of opening of Technical Process shall be as mentioned in clause 27.3 below.

27.3 All envelopes holding the Technical Proposal shall be opened one at a time and the following read out and recorded:

- (a) the name of the Consultant;
- (b) whether there is a modification or substitution;
- (c) the presence of a Earnest Money Deposit, if required; and
- (d) any other details as the BPSM Society may consider appropriate and as specified in the Data Sheet.

Only Technical Proposal read out and recorded at proposal opening shall be considered for evaluation. No Proposal shall be rejected at proposal opening except for late proposals, in accordance with ITC Sub-Clause 25.1.

27.4 The BPSM Society shall prepare minutes of the opening of Technical Proposal. The Consultants' representatives who are present shall be requested to sign the minutes. The authority letters brought by the representatives will be attached with this list. The person authorized by the BPSM Society to open proposals shall also sign the list with date & time. The omission of a Consultant's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the minutes shall be distributed to all Consultants.

27.5 At the end of the Technical Proposal Evaluation in accordance with ITC Clause 31, the BPSM Society shall conduct the opening of Financial Proposals of all Consultants who have submitted Technical Proposals which have secured the minimum Technical Score in Technical Evaluation. The Financial Proposal shall be opened in the presence of Consultants' representatives who choose to attend at the address, date and time specified by the BPSM Society. The Consultant's representatives who are present shall be requested to sign a register evidencing their attendance.

27.6 All envelopes containing Financial Proposals of the Consultants who met the minimum qualifying mark shall be opened one at a time after confirming that they have remained sealed and unopened and the following read out and recorded:

- (a) the name of the Consultant;
- (b) the technical scores of the Consultant
- (c) whether there is a modification or substitution;
- (d) the Proposal Price, including any discounts; and
- (e) any other details as the BPSM Society may consider appropriate.

No Proposal shall be rejected at the opening of Financial Proposals.

27.7 The BPSM Society shall prepare minutes of the opening of Financial Proposals. The Consultants' representatives who are present shall be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Consultants.

E. Evaluation and Comparison of Proposals

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the BPSM Society's antifraud and corruption policy.

28.3 Any effort by a Consultant to influence the BPSM Society in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its Proposal.

28.4 Notwithstanding ITC Sub-Clause 28.3, from the time of proposal opening to the time of Contract Award, if any Consultant wishes to contact the BPSM Society on any matter related to the selection process, it should do so in writing. It should not contact the BPSM Society on any matter related to its Technical and Financial proposal.

29. Preliminary Examination of Proposals

29.1 Prior to the detailed evaluation of proposals, the BPSM Society shall determine whether each proposal (a) has been properly signed and is complete; (b) is accompanied by all documents and technical documentation required in ITC Clause 14; (c) is accompanied by the Earnest Money Deposit (d) has the validity as specified; (e) has agreed to the payment of Performance Security; (f) is substantially responsive to the requirements of the RFP documents; and (g) fully meets all the requirements mentioned in the pre-qualification criteria and (h) provides any clarification and/or substantiation that the BPSM Society may require to determine responsiveness pursuant to ITC Clause 30.

29.2 In case a proposal fails in the preliminary examination on any points given above, the proposal shall be declared as substantially non responsive and treated in accordance with ITC Clause 30.

30. Responsiveness of Proposals

30.1 The BPSM Society's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.

30.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

- (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the RFP Documents, the BPSM Society's rights or the Consultant's obligations under the Contract;
- (b) if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive proposals.
- 30.3 If a proposal is not substantially responsive to the RFP Documents, it shall be rejected by the BPSM Society and may not subsequently be made responsive by the Consultant by correction of the material deviation, reservation, or omission.
- 30.4 The BPSM Society shall carry out a preliminary examination of the proposals in accordance with the ITC Clause 29 to confirm that proposals are responsive and all requirements have been met without any material deviation or reservation.
- 30.5 A proposal shall be rejected in the following cases if:
- (a) The Proposal or the relevant forms included in the Proposal as per Section IV is incomplete and contain subjective and conditional offers and are not in accordance with ITC clause 14 or Sub-Clause 15.1;
 - (b) Consultant does not meet the criteria set out in ITC Clause 5
 - (c) Proposal validity is shorter than the required period as per the ITC Clause 16
 - (d) Earnest Money Deposit is not in accordance with ITC Clause 17, if applicable.
 - (e) Consultant has not agreed to give the required performance security as per ITC Clause 39.

31. Evaluation of Technical Proposal

- 31.1 BPSM Society acting through its authorized representatives shall be responsible for evaluation and ranking of the proposals that have been determined, up to this stage of the evaluation, to be substantially responsive. It shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 31.2 The Technical Proposals shall be evaluated on the basis of their responsiveness to the Terms of Reference, clauses of the bidding documents, applying the evaluation criteria and point system specified in the Section III. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 31.3 The BPSM Society shall determine to its satisfaction during the evaluation of Technical Proposals whether Consultants are qualified to perform the Contract satisfactorily.
- 31.4 An affirmative determination shall be a prerequisite for the opening and evaluation of a Consultant's Financial Proposal. A negative determination shall result into the disqualification of the Proposal, in which event the BPSM Society shall return the unopened Financial Proposal to the Consultant.
- 31.5 After the technical evaluation is completed the BPSM Society shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum technical score or were considered non responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection

process. The BPSM Society shall simultaneously notify in writing to Consultants that have secured the minimum technical score, the date, time and location for opening the Financial Proposals in accordance with ITC Clause 27.

32. Evaluation and Ranking of Financial Proposals

32.1 The detailed contents of each Financial Proposal shall be subsequently reviewed by the BPSM Society.

32.2 To evaluate a Financial Proposal, the BPSM Society shall consider the following:

- (a) the Proposal Price as quoted in the Financial Proposal;
- (b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 34.3;
- (c) the BPSM Society's evaluation of a proposal shall also include and take into account all taxes and duties payable on the services if a contract is awarded to the Consultant;

32.3 The evaluation shall be done as follows:

- (a) The evaluation for the services to be rendered in each Zone shall be done based on the Cost Based Selection (CBS) method and for each Zone, the BPSM Society shall select the lowest Financial proposal among those that achieved the minimum technical score and shall invite the Consultant who has submitted such lowest financial proposal for that zone, for negotiations in accordance with ITC Clause 37.
- (b) In the event, no Financial Proposal has been received for a particular Zone, the Consultant who has submitted the lowest financial proposal in the most proximate Zone will be given an offer to provide services for that particular zone. In case, such lowest financial bidder of the proximate zone is not willing to take the offer, it will be offered to the next lowest bidder of the proximate zone at the rate quoted by the lowest financial bidder and so on.
- (c) "Most Proximate Zone" will be defined as the Zone whose head quarter has minimum distance from the head quarter of that Zone for which no Consultant has submitted any Financial Proposal. The Headquarters for each Zone has been provided in the Data Sheet

32.4 Before awarding the contract to the lowest bidder, the BPSM Society shall ensure that the unit price to be paid is reasonable. In case the price by the lowest bidder appears to be unreasonable the BPSM Society shall negotiate with the lowest bidder to arrive at a reasonable price.

32.5 The BPSM Society shall also determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated Bid is qualified to perform the Contract satisfactorily.

32.6 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. In the case of a negative determination BPSM Society shall decide on the subsequent course of action.

33. Clarification of Proposals

33.1 To assist in the examination, evaluation, comparison of the proposals, the BPSM Society may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant in respect to its Proposal and that is not in response to a request by the BPSM Society shall not be considered. The BPSM Society's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the BPSM Society in the Evaluation of the proposals, in accordance with ITC Clause 34.

34. Non-conformities, Errors, and Omissions

34.1 Provided that a Proposal is substantially responsive, the BPSM Society may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.

34.2 Provided that a proposal is substantially responsive, the BPSM Society may request that the Consultant submit the necessary information or documentation, within a reasonable period of time as specified in the Data Sheet, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Consultant to comply with the request may result in the rejection of its Proposal.

34.3 Provided that the Proposal is substantially responsive, the BPSM Society shall correct arithmetical errors on the following basis:

(a) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

34.4 If the Consultant that submitted the lowest evaluated Proposal, does not accept the correction of errors, its Proposal shall be rejected.

35. Resultant single vendor situation

35.1 If at the evaluation stage only one Consultant qualifies for contract, the next course of action would be decided by the BPSM Society.

36. BPSM Society's right to accept any proposal, and to reject any or all

36.1 The BPSM Society reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

36.2 In case of annulment, all proposals submitted and specifically, EMD shall be promptly returned to the Consultants.

F. Award of Contract

37. Discussions before award

37.1 Discussions regarding the contract shall be held at the date and address as indicated by the BPSM society in writing. The invited Consultant shall as a pre-requisite for attendance at the negotiations, give a written confirmation for the availability of all Professional staff for the proposed assignment. Failure in satisfying such requirements may result in the BPSM Society proceeding to discuss with the next-ranked Consultant. Representatives conducting discussions on behalf of the Consultant must have written authority to negotiate and conclude a contract. The BPSM Society shall not consider substitutions during contract discussions.

37.2 Under no circumstance the contract discussions would result in any revision of prices quoted in the Financial Proposal for any of the Zone.

37.3 Discussions shall conclude with a review of the draft contract. To complete discussions the BPSM Society and the Consultant shall initial the agreed Contract

37.4 After completing discussions the Procurement Committee of the BPSM Society shall make recommendations for the award of the proposal along with reasons in the form of a report and get it signed by all the members and shall award the Contract to the selected Consultant.

38. Notification of Award and publication of result

38.1 Prior to the expiration of the period of proposal validity, the BPSM Society shall notify the successful Consultant, in writing, via the Letter of Acceptance included in the Contract Forms that its Proposal has been accepted.

38.2 In the notification of award, timelines shall be specified for post evaluation activities like contract signing, contract start & completion dates.

38.3 The same notification should instruct the successful Consultant to furnish the required Performance Security within a specified time and make reference of the ITC clause 39.2.

38.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

38.5 After the award of the contract the BPSM Society shall notify all the unsuccessful Consultants of the results and promptly discharge EMDs to them pursuant to ITC Sub-Clause 17.5. .

39. Performance Security

39.1 Within twenty one (21) days of the receipt of notification of award from the BPSM Society, the successful Consultant, if required, shall furnish the Performance Security in the form of a Bank Guarantee from a Nationalised Bank, using for that purpose the Performance Security Form stipulated in the Section VIII Contract Forms or some other Form acceptable to the BPSM Society. The Performance Security shall be of the amount as specified in the Data Sheet.

39.2 Failure of the successful Consultant to submit the above-mentioned Performance security shall constitute sufficient grounds for the annulment of the award and forfeiture

of the EMD. In that event the BPSM Society may award the Contract to the next lowest evaluated Consultant, whose offer is substantially responsive and is determined by the BPSM Society to be qualified to perform the Contract satisfactorily.

39.3 Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Consultant, including warranty obligations wherever applicable.

39.4 Performance Security shall be refunded to the Consultant without any interest, whatsoever, after he duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

39.5 BPSM Society has the right to forfeit the performance security in the event of breach of the contract.

40. Signing of Contract

40.1 Promptly after notification, the BPSM Society shall send the successful Consultant the Agreement and the Particular Conditions of Contract asking therein to send his unconditional acceptance of the contract.

40.2 Within fifteen (15) days of receipt of the Agreement, the successful Consultant shall sign, date, and return it to the BPSM Society. Failure of the successful Consultant to accept the contract within the stipulated period shall constitute sufficient grounds for forfeiture of the EMD and processing the case for further action against him.

40.3 The Consultant is expected to commence the assignment on the date and at the location specified by the BPSM Society.

41. General

41.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

41.2 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Bihar Prashasanik Sudhar Mission Society on the basis of this RFP.

41.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Bihar Prashasanik Sudhar Mission Society. Any notification of preferred bidder status by Bihar Prashasanik Sudhar Mission Society shall not give rise to any enforceable rights by the Bidder. Bihar Prashasanik Sudhar Mission Society may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of the Bihar Prashasanik Sudhar Mission Society.

41.4 This RFP Bihar Prashasanik Sudhar Mission Society supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communication.

Section II – Data Sheet

A. Data Sheet

The following specific data for the training services to be procured shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in ITC.

ITC Clause Reference	A. General The original and copies of Financial Proposal for each Zone shall be placed in a separate sealed envelope(refer ITC 23)																														
ITC 1.1(i) & ITC 2.1	<table border="1"> <thead> <tr> <th data-bbox="395 775 507 891">S. No.</th> <th data-bbox="507 775 722 891">Zones (arranged Alphabetically)</th> <th data-bbox="722 775 1098 891">Geographical Divisions (Districts)</th> <th data-bbox="1098 775 1332 891">area Headquarter</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 891 507 1093">1.</td> <td data-bbox="507 891 722 1093">Bhagalpur & Munger</td> <td data-bbox="722 891 1098 1093">Bhagalpur (Bhagalpur and Banka) and Munger (Munger, Begusarai, Khagaria, Lakhisarai, Sheikhpura and Jamui)</td> <td data-bbox="1098 891 1332 1093">Bhagalpur</td> </tr> <tr> <td data-bbox="395 1093 507 1182">2.</td> <td data-bbox="507 1093 722 1182">Darbhanga</td> <td data-bbox="722 1093 1098 1182">Darbhanga (Darbhanga, Madhubani and Samastipur)</td> <td data-bbox="1098 1093 1332 1182">Darbhanga</td> </tr> <tr> <td data-bbox="395 1182 507 1305">3.</td> <td data-bbox="507 1182 722 1305">Magadh</td> <td data-bbox="722 1182 1098 1305">Magadh (Gaya, Nawada, Jehanabad, Aurangabad and Arwal)</td> <td data-bbox="1098 1182 1332 1305">Gaya</td> </tr> <tr> <td data-bbox="395 1305 507 1704">4.</td> <td data-bbox="507 1305 722 1704">Patna including Patna Secretariat;</td> <td data-bbox="722 1305 1098 1704">Patna [Patna, Nalanda, Bhojpur, Rohtas , Buxar , Kaimur] and all Departments/Directorates/offices in Patna Secretariat, (for all for employees designated for Bihar Public Grievance Act/Rules in the secretariat complex);</td> <td data-bbox="1098 1305 1332 1704">Patna</td> </tr> <tr> <td data-bbox="395 1704 507 1794">5.</td> <td data-bbox="507 1704 722 1794">Saran</td> <td data-bbox="722 1704 1098 1794">Saran (Saran, Siwan and Gopalganj)</td> <td data-bbox="1098 1704 1332 1794">Chapra</td> </tr> <tr> <td data-bbox="395 1794 507 1908">6.</td> <td data-bbox="507 1794 722 1908">Kosi and Purnia</td> <td data-bbox="722 1794 1098 1908">Kosi (Saharsa, Madhepura, Supaul) and Purnia (Purnia, Katihar, Araria, Kishanganj)</td> <td data-bbox="1098 1794 1332 1908">Purnia</td> </tr> </tbody> </table>			S. No.	Zones (arranged Alphabetically)	Geographical Divisions (Districts)	area Headquarter	1.	Bhagalpur & Munger	Bhagalpur (Bhagalpur and Banka) and Munger (Munger, Begusarai, Khagaria, Lakhisarai, Sheikhpura and Jamui)	Bhagalpur	2.	Darbhanga	Darbhanga (Darbhanga, Madhubani and Samastipur)	Darbhanga	3.	Magadh	Magadh (Gaya, Nawada, Jehanabad, Aurangabad and Arwal)	Gaya	4.	Patna including Patna Secretariat;	Patna [Patna, Nalanda, Bhojpur, Rohtas , Buxar , Kaimur] and all Departments/Directorates/offices in Patna Secretariat , (for all for employees designated for Bihar Public Grievance Act/Rules in the secretariat complex);	Patna	5.	Saran	Saran (Saran, Siwan and Gopalganj)	Chapra	6.	Kosi and Purnia	Kosi (Saharsa, Madhepura, Supaul) and Purnia (Purnia, Katihar, Araria, Kishanganj)	Purnia
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	7.	Tirhut	Tirhut (Pashchim Champaran, Purvi Champaran, Sheohar, Muzaffarpur and Vaishali)	Muzaffarpur
ITC 2.1	Method of selection is : Cost Based Selection The process being followed is single stage- two envelope bidding.			
ITC 2.1	The name and reference of the Competitive Proposal is: Training of Officers and Employees of the Government of Bihar on 'The Bihar Right to Public Grievance Redressal Act,2015 and Rules, 2016'.			
ITC 2.2	Services to be rendered for the period: 1 Year unless extended by BPSMS.			
ITC 8.1	The language of the proposal is "English".			
ITC 12.1	For Clarification of proposal purposes only, the BPSM Society's address is: Mission Director Bihar Prashasnik Sudhar Mission Society, Hardinge Road, Sinchai Barrack-1 (Adjacent to Haj Bhawan) PO – GPO City: Patna ZIP Code: 800001 Country: India Telephone: +91-612-2233333 Facsimile number: +91-612-2215908			
ITC 12.1	Requests for clarification should be received by the BPSM Society no later than: 14 th March,2016			
ITC 12.3	A Pre-Proposal conference shall take place at the following date, time and place: Date: 17 th March ,2016. Time: 16:00 Hours Place: Bihar Prashasnik Sudhar Mission Office Address : (Same as above)			
ITC 16.1	The proposal validity period shall be 90 days from the date of bid submission			
ITC 20.3	The prices quoted by the Consultant shall be fixed. It shall not be subject to adjustment during the performance of the Contract.			

ITC 24.1	<p>For proposal submission purposes, the BPSM Society's address is:</p> <p>Mission Director</p> <p>Address: Bihar Prashasanik Sudhar Mission Society, Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)</p> <p>PO – GPO</p> <p>City: Patna</p> <p>ZIP Code: 800001</p> <p>Country: India</p> <p>Telephone: +91-612-2233333</p> <p>Facsimile number: +91-612-2215908</p> <p>The deadline for the submission of proposals is:</p> <p>Date: 1st April, 2016</p> <p>Time - 5.00 p.m.</p>
ITC 27.1	<p>The technical proposal opening shall take place at:</p> <p>Bihar Prashasanik Sudhar Mission Society</p> <p>Hardinge Road, Sinchai Barrak-1 (Near Haj Bhawan)</p> <p>City: Patna</p> <p>Country: India</p> <p>Date: 4th April ,2016.</p> <p>Time: 11:30 a.m.</p>
ITC 27.3	<p>The details to be read out at the time of opening of Technical Proposal are:</p> <ol style="list-style-type: none"> 1) Name of the Qualified Interested Party The amount, form and validity of the EMD furnished 2) Is accompanied by all documents and technical documentation required in ITC Clause 14; 3) Has the validity as specified; 4) Has agreed to the payment of Performance Security
ITC 27.5	<p>The financial proposal opening shall take place at such place and time as may be intimated by BPSM in due course.</p>
ITC 31.2	<p>The minimum technical score required to pass is: 70 Points</p>
ITC 34.2	<p>To rectify the nonmaterial nonconformities or omissions the reasonable time allowed to the Consultants is: 2 days</p>

ITC 38.1	Expected date and address for contract negotiations will be declared after opening of the financial bids.
ITC 39.1	The amount of the Performance Security shall be 5% of the value of the contract for each Zone.
ITC 40.3	Expected date for commencement of consulting services: 31st March , 2016 all across Bihar .

Section III –Evaluation Criteria

A.Pre-Qualification Criteria

Sl. No.	Eligibility Criteria	Documentary Evidence Required
1	The bidder should be registered in India under Companies Act, 1956 and should have been in operation in India for minimum 5 years.	Copy of certificate of Incorporation from Registrar of Companies
2	The bidder should have a minimum annual revenue of rupees 10 crores from Training during each of the last 3 financial years.	Copy of relevant financial statements and audited account to be attached Or Certificate from the Auditor
3	The bidder should have prior experience of executing training projects with similar scope of work in India in the last 5 years.	Copy of the Work orders/Completion Certificates/Contracts to be attached.
4	The bidder should have a minimum of 5 Trainers for every zone applied for.	Certificate from authorised personnel of the Company.

B.Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

EVALUATION CRITERIA	Maximum Marks	Max Marks
(I) SPECIFIC EXPERIENCE OF THE CONSULTANTS RELEVANT TO THE ASSIGNMENT(A+B+C)		30
(a) Prior experience in training of Officers and Employees of Government/PSUs with a minimum of 500 such people trained per project in last 5 Years.	20	
<ul style="list-style-type: none"> • 5 or More than 5 projects (20 marks) • More than 3 projects but less than 5 projects (16 marks) • 3 projects (13 marks) • At least 1 project but less than 3 projects (10 mark) • 0 projects (0 mark) 		
(b) Prior experience of similar assignment in Bihar (Yes – 10 Marks/ No - 0 Marks)	10	
(II) EXPERIENCE OF PROPOSED TEAM (A+B+C+D)		40

(a) General qualification	10	
Project Manager - if MBA-HR (2 marks); otherwise (1 mark); No CV provided (0 mark)		
Trainers- Post Graduate and above		
<ul style="list-style-type: none"> • 6 and more trainers per zone - (8 marks) • 5 trainers per zone - (4 marks) • less than 5 trainers per zone- (0 mark) 		
(b) Proven Ability to deliver training	10	
Project Manager- relevant experience in project management (2 marks)		
Trainers- relevant experience in technical training		
<ul style="list-style-type: none"> • 6 trainers and above per zone - (5 marks) • 5 trainers per zone- (2.5 marks) • less than 5 trainers per zone- (0 mark) 		
Trainers-relevant experience in behavioural training		
<ul style="list-style-type: none"> • 6 and more trainers per zone - (3 marks) • 5 trainers per zone- (1.5 marks) • less than 5 trainers per zone- (0 mark) 		
(c) Experience in the region and language	10	
Project Manager- for experience in region and language (2 marks)		
Trainers- experience in region and local language		
<ul style="list-style-type: none"> • 6 and above trainers per zone - (8 marks) • 5 trainers per zone- (4 marks) • less than 5 trainers per zone- (0 mark) 		
(d) Specific experience in training of Officers/Employees of Government/PSUs	10	
Project Manager (2 marks)		
Trainers <ul style="list-style-type: none"> • 6 and above trainers per zone - (8 marks) • 5 trainers per zone- (4 marks) • less than 5 trainers per zone- (0 mark) 		
(III) TRAINING APPROACH AND METHODOLOGY		20

(A+B+C)		
(a) Detailed course content and examination process based on ToR	10	
Detailed course content of behavioural training shared (3 marks)		
Detailed course content of technical and software training shared (5 marks)		
Evaluation process and Assessment methodology shared (2 marks)		
(b) Tools to be used during the training shared (5 marks)	5	
(c) Methodology for hand-holding proposed to be adopted. (5 marks)	5	
(IV) Team Presentation	10	10
<ul style="list-style-type: none"> • Quality of Technical Training • Presence of proposed team members and their quality • Ability to respond to Queries. 		
TOTAL		100

Section IV – Proposal Form

1. Consultant Information Form

[The Consultant shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This information shall be provided by the Consultant in its letterhead clearly showing the Consultant's complete address and name.]

Date: *[insert date (as day, month and year) of Proposal Submission]*

Contract No.: *[insert name of the assignment]*

Page _____ of _____ pages

1. Consultant's Legal Name: *[insert Consultant's legal name]*
2. Consultant's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
3. Consultant's Year of Registration/ incorporation: *[insert Consultant's year of registration]*
4. Consultant's Legal Address in Country of Registration/ Incorporations: *[insert Consultant's legal address in country of registration]*
5. Consultant's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

2. Earnest Money Deposit (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of BPSM Society]

Date: _____

PROPOSAL GUARANTEE No.: _____

We have been informed that [name of the Consultant] (hereinafter called "the Consultant") has submitted to you its proposal dated (hereinafter called "the Proposal") for the execution of [name of contract] under Request for Proposals No. [RFP number] ("the RFP")

Furthermore, we understand that, according to your conditions, proposals must be supported by a proposal guarantee.

At the request of the Consultant, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the proposal conditions, because the Consultant:

(a) has withdrawn its Proposal during the period of proposal validity specified by the Consultant in the Form of Proposal; or

(b) having been notified of the acceptance of its Proposal by the BPSM Society during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Consultants.

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of copies of the contract signed by the Consultant and the performance security issued to you upon the instruction of the Consultant; or (b) if the Consultant is not the successful Consultant, upon the earlier of (i) our receipt of a copy of your notification to the Consultant of the name of the successful Consultant; or (ii) twenty-eight days after the expiration of the Consultant's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the rules

[signature(s)]

The Consultant shall complete either this form of Bank Guarantee or may provide another security acceptable to the BPSM Society.

3. Technical Proposal

i. Technical Proposal Submission Form (Part-A)

Date.....
Contract No.....
Invitation for Proposal No.....

To.....[name and address of the BPSM Society].....

We, the undersigned, declare that:

We have examined and have no reservations to the RFP Documents dated....., including Addenda issued in accordance with Instructions to Consultants (ITC) Clause 13;

We are hereby submitting our Proposal, for Training for Bihar Public Grievance Act/Rules , Government of Bihar who are presently working in offices located within the Zone/s as listed below in no specific order of any priority:

<<Insert name of Zone>>
<<Insert name of Zone if applicable>>
<<Insert name of Zone if applicable >>
<<Insert name of Zone if applicable >>
<<Insert name of Zone if applicable >>
<<Insert name of Zone if applicable >>
<<Insert name of Zone if applicable >>

Our Proposal includes the Technical Proposal (including all the schedules and forms) and a Financial Proposal sealed under a separate envelope containing separate financial proposal against each of the zone as mentioned under clause (c)

We offer to execute in conformity with the RFP Documents the following Services:

Our proposal shall be valid for a period of 90 days from the date fixed for the proposal submission deadline in accordance with the RFP Documents or any extension issued thereafter, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

If our proposal is accepted, we commit to obtain a performance security in accordance with the RFP Document;

We, including any subconsultants or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITC Clause 5.2;

We are not participating, as a Consultant or as a sub-consultant, in more than one proposal for any of the zones in this selection process in accordance with ITC Clause 5.2.

(c) We have paid, or will pay the following commissions, gratuities, or fees with respect to the selection process or execution of the Contract:

RFP for Training for Bihar Public Grievance Act/Rules

Name of Recipient	Address	Reason	Amount
.....			

- (d) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (e) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive; and
- (f) We declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (g) If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (h) If awarded the contract, the person named below shall act as Consultant's Representative:

Name

In the capacity of

Signed

Duly authorized to sign the Proposal for and on behalf of

Date.....

B. Consultant’s Organization (Maximum – 2 pages)

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment including date of commencement of business, details of promoters and key members of management team, focus areas of operation, number of employees, location of offices.]

C. Consultant’s Experience (Maximum – 2 pages per project / engagement)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name:	Approx. value of the contract:
Location within India: State and City	Duration of Assignment:
Name and Address of Client:	Number of People Trained in the Project
Start Date (month/year):	Approx. value of the services provided by your firm under the contract:
Completion date (month/year):	No. of professional staff months provided by the associated consultants:
Name of the associated consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader; Trainer):
Details of Behavioral Training Provided by your staff within the assignment:	
Description of Training of Government employees on Acts/Rules provided by your staff within the assignment:	
Any other Services provided by your staff within the assignment	

Firm’s Name.....

Description of Approach, Methodology and Work Plan for performing the assignment (maximum–10 pages)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan,
- c) Organization and Staffing and
- d) Methodology for Handholding Exercise at each public grievance centre

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The contents of this Chapter should be generically applicable for the training for Bihar Public Grievance Act/Rules for all the Zones for which the consultant wishes to offer its services. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies/ techniques you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

In the Approach and Methodology, apart from the above, Consultants are expected to provide the following

- 1) Detailed course content based on the ToR that would be used
- 2) Tools that would be used to ensure participation for Bihar Public Grievance Act/Rule during training
- 3) The method, design and kind of assessment proposed to be conducted to evaluate the extent of retention among trainees.

b) Work Plan. In this chapter you should propose the training plan including, the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of training by district. You are expected to identify the team (with names of the members) who would be carrying out the training in each district in the Work Plan. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. Consultant are requested to use the template given in Section F below

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Consultant are requested to use the template given in Section E below]

d) Methodology for handholding exercise shall include your proposal as to how would you assess the actual functioning of each public grievance centre, identify the variances in the functioning from the actual work flow designed , assess the training requirements for rectifying such variances .

D. Team composition and Task Assignment

(to be submitted Separately for each zone)

Professional Staff					
Name of Zone.....	Name of the Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Name of Zone.....	Name of the Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

E. Work Plan (Training Plan)

Zone	Number of Participants	Training Modules	Team Member(s) Name(s)	Period (in the form of bar chart)1				
				Week 1	Week 2	Week 3	Week n	
1.								
2.								
3.								
4.								
5.								

1 weeks are counted from the start of the assignment.

F. Resume of Proposed Professional Personnel (maximum – 2 pages per person)

Consultants shall provide the resume of the suitably qualified personnel. The data on their experience should be supplied using the resume format given below:

Name of Staff	
Nationality:	
Designation	
Name of the Zone and Proposed Position therein:	
Employee of the Firm:	
Years with the Firm:	
Date of Birth:	

Key Qualifications:		
Education:		
Record of Employment:		
From	To	Designation & Name of the Firm

Recent Relevant Experience:
[Client’s Name] [Name of the Assignment or project] [Location] [Year][position held]
Main Project Features: <ul style="list-style-type: none"> • Location of Training - • Details of Behavioural Training imparted - • Details of relevant Training to Government Officers and Employees. • Number of People Trained -

<ul style="list-style-type: none"> • Language in which training was imparted – • Number of people trained in the assignment – • Govt employees covered in the assignment – (Please state Yes or No) • Description of activities performed by the Individual
<p>[Client's Name] [Name of the Assignment or project] [Location] [Year][position held]</p> <p>Main Project Features:</p> <ul style="list-style-type: none"> • Location of Training - • Details of Training - • Details of Training to Government Officers and employees- • Number of People Trained - • Language in which training was imparted – • Number of people trained in the assignment – • Government Officers/employees covered in the assignment – (Please state Yes or No) • Description of activities performed by the Individual

Languages Known: Excellent/Good/Fair			
	Read	Write	Speak

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

.....Date:

[Signature of staff member or authorized representative of the staff]

Full name of authorized representative:

4. Financial Proposal

A. Financial Proposal Submission Form (Part-B)

(to be submitted separately for each Zone)

Date.....

Contract No.....

Invitation for Proposal No.....

To.....

We, the undersigned, declare that:

- (a) The Proposal Submission Form (Part-B) is the continuation of Proposal Submission Form (Part-A)

The total price of our Proposal for training of each for Bihar Public Grievance Act/Rules

- (b) who are presently working in the offices located within the geographical limits of Zone [name of the Zone] is:..... This amount is inclusive of the local taxes and levies which are for the time being in force in India and includes all out-of-pocket expenses.

- (c) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC Clause 16.

Name

.....

In the capacity of

Signed

.....

Duly authorized to sign the Proposal for and on behalf of

Date.....

Section V –Terms of Reference

1. Introduction

1.1 Government of Bihar (GoB) has been taking continuous effective measures for quick and effective redressal of public grievances and reaching the spirit of participative democracy to the last man. In furtherance of this objective , Government of Bihar has launched ‘The Bihar Right to Public Grievances Redressal Act,2015 and Rules , 2016 ‘. Aimed at ensuring the redressal of grievances of our people as a matter of right. Bihar Prashasanik Sudhar Mission Society (BPSMS), has been chosen as the nodal agency for execution of this Act./Rules. It has been decided by BPSMS.

1.2 The Bihar Right to Public Grievances Redressal Act,2015 and Rules, 2016 has been brought with the intent to empower people to seek redressal of their grievances from the Government Employees in a time bound and effective manner. As the first leg to effectiveness in implementation a need has been perceived to impart training and ensure capacity building of all officers and employees entrusted with and related to the execution of this program .Training is to be imparted on the Act , the Rules , the MIS system built for its implementation and monitoring , the work flow and processes , disposal of these applications , soft skills on interacting with the people who have come to seek their right and handholding of the entire machinery involved till this system is stabilised in implementation and not less than an year. The approximate number of employees to be trained as estimated district wise are as follows:-

Sl. No.	DISTRICT	SubDivision	BLOCK	Total Man power to be trained under district
1	ARARIA	2	9	225
2	ARWAL	1	5	146
3	AURANGABAD	2	11	257
4	BANKA	1	11	242
5	BEGUSARAI	5	18	414
6	BHAGALPUR	3	16	352
7	BHOJPUR	3	14	320
8	BUXAR	2	11	257
9	DARBHANGA	3	18	384
10	EAST CHAMPARAN	6	27	573
11	GAYA	4	24	495
12	GOPALGANJ	2	14	305

Sl. No.	DISTRICT	SubDivision	BLOCK	Total Man power to be trained under district
13	JAMUI	1	10	226
14	JEHANABAD	1	7	178
15	KAIMUR	2	11	257
16	KATI HAR	3	16	352
17	KHAGARIA	2	7	193
18	KISHANGANJ	1	7	178
19	LAKHISARAI	1	7	178
20	MADHEPURA	2	13	289
21	MADHUBANI	5	21	462
22	MUNGER	3	9	240
23	MUZAFFARPUR	2	16	337
24	NALANDA	3	20	416
25	NAWADA	2	14	305
26	PATNA	6	23	509
27	PURNIA	4	14	335
28	ROHTAS	3	19	400
29	SAHARSA	2	10	241
30	SAMASTIPUR	4	20	431
31	SARAN	3	20	416
32	SHEIKHPURA	1	6	162
33	SHEOHAR	1	5	146
34	SITAMARHI	3	17	368
35	SIWAN	2	19	385
36	SUPAUL	4	11	287
37	VAISHALI	3	16	352
38	WEST CHAMPARAN	3	18	384
39	Secretariat and concerned offices			177
TOTAL:-				12174

* The number of officers/ employees to be trained can go up to around 15000.

2. Scope of Work

2.1 The mandate of this 'Training of Officers and Employees of the Government of Bihar on Bihar Right to Public Grievances Redressal Act/Rules' shall include the following :-

- a) Training on The Bihar Right to Public Grievance Redressal Act , 2015
- b) Training on The Bihar right to Public Grievance Redressal Rules, 2015
- c) Training on the MIS system created for implementation and monitoring of this Act/Rules
- d) Training on the work flow and processes required for implementation of this Act/Rules including but not limited to Registers to be maintained , movement of files and records , maintenance and preservation of records .
- e) Training on soft skills for interacting with the people approaching this machinery and ensuring a paradigm shift in the way these people are perceived, as people claiming their entitlements.
- f) Refresher and/or Repeat courses of the employees selected by BPSM as needing assistance for handholding. This mechanism shall be made available to all the employees chosen as needy for the same by BPSMS anytime during the entire contract period.
- g) An examination of all the trainees following the training to assess the effectiveness of training. For all the participants of the training who fail to get the minimum qualification marks as decided by BPSMS shall be provided the same training again on the next day or as soon as possible after that. No additional charge shall be payable for this re-training to the same set of employees . They shall be counted as 'trained 'and individual training completion certificates be issued to them in the format approved by BPSMs only after they pass the 'Training Evaluation Test with the minimum marks decided by BPSMS.' Batch Completion Certificates prepared by the agency for payment shall have as annexures photocopy of individual training completion certificates of all the trainees.
- h) The selected agency shall ensure printing of training booklets in Hindi for all the trainees the content of which shall be approved by BPSMS. This booklet shall be handed over to the trainees on the day of training before the training begins and it shall remain with them as their property. The agency shall get a receiving from the trainees even for this and put it up along with other documents at the time of payments.
- i) The selected agency shall conduct field visit to EACH public grievance redressal centre in all districts and departments to provide hands on training in software, work process and soft skill for effective implementation of this Act/Rule. Such training shall be of a minimum of 6 hours at each centre and shall take place 2 (two) times in the first month of implementation and thereafter once every month till a period of six months. (A total of 7 times in the first 6 months). This hand holding training shall besides the above issues also include any specific issue required by the District Magistrate for the concerned district, the nodal officer for their departments/directorates and that required by the authorised representatives of BPSMS for any office/centre across Bihar.

- j) The Selected agency shall have to prepare an MIS in consultation with BPSMS and submit through this MIS , the report of actual training accomplished every day .

4. Pedagogy and Duration

- 4.1 The method of training will be a mix of class room lectures and practical training.
- 4.2 The proposed training will be conducted in 1 day spread over 8 hours .
- 4.3 Timing of the batches will be 09:00 am to 1.00 pm and 2:00 pm to 6:00 pm.
- 4.4 After completion of training course the Consultant will have to conduct an examination to evaluate the participants.
- a. In the Technical Proposal the Consultant has to propose an evaluation process for the participants. The evaluation process shall be such as shall be finalised by BPSMS.
 - b. On successful completion (criterion to be decided by the consultant in consultation with BPSMS post finalization of the examination process) the participants will be awarded a successful completion certificates.
- 4.5 After completion of training, feedback from the participants has to be taken.

5. Personnel

- 5.1 The Consultant should have the following specialized personnel for the positions :-
- a. Project Manager: He should preferably be an MBA (HR) with at least 10 years of training experience. He should have been involved in more than 5 similar assignments (Government / PSUs to more than 500 people per project).
 - b. Trainers: The Trainers should have at least 3 years of training experience. He should have been involved in more than 2 similar projects involving training in Hindi (Government / PSUs to more than 500 people per project.) He should have knowledge of local languages.

6. Batch Size

- 6.1 Recommended batch size is 30 participants

7. Nodal Officer:

- 7.1 The District Magistrate in each district will appoint a nodal officer for overseeing and coordinating this training program in the corresponding District. Similarly the General Administration Department will appoint a Nodal officer for overseeing the training within

the Secretariat complex. The nodal officer shall also be the certifying officer related to completion of the training.

8. Training Methodology

The Consultant needs to create multiple teams to complete this training in due time both at Secretariat Complex (in Patna) and Directorates and the District Collectorates at each District Headquarter in each zone in phases.

9. Training Infrastructure

- 9.1 The classrooms for training will have to be arranged by the Consultant.
- 9.2 The Consultant also needs to arrange for requirements needed for training purpose.
- 9.3 The Consultant in liaison with the Nodal Officer at the District level /Department level regarding the class room availability. Wherever Possible Government of Bihar shall provide support to the consultant for the same.

10. Training Schedule

- 10.1 The Consultant will provide a training schedule in its technical proposal and refined further in consultation with BPSMS within two weeks of start.

11. Timing

- 11.1 The Consultant needs to begin training within 1 week of the finalisation of financial bid. The Contract shall be for 1 (one) year initially and shall be extendable by a maximum period of 1 year each time depending on the performance of the Consultant and the requirements of BPSM Society.

12. Certification

- 12.1 Each Officer/ Employee who successfully undergoes the training shall be issued a certificate at the end of the course
- 12.2 Completion Certificate: At the end of the training of each batch, the nodal officer shall issue a certificate to the Consultant in the format attached as Appendix 1 to this TOR.

13. Payment Terms:

- a) At the end of training and exam for each batch the Consultant shall submit to the District Magistrate (for District Training) and the Head of departments/Offices (for secretariat/directorates), in duplicate, their invoice, accompanied by copies of "Batch Training Completion Certificates" (Appendix 1), of amounts payable. The batch Completion Certificate has to be annexed with photocopy of Individual training Certificates issued to all the successful trainees (as explained above) mentioned in the Batch Completion Certificate in the format approved by BPSMS. Payment will be made on the basis of number of students trained in the Batch.

- b)** 90% of the payment shall be released by the District Magistrates (for their concerned districts) after being duly satisfied with the quality of training. For departments /directorates the payment shall be released after satisfaction of departmental heads/ authorised officer. The balance 10% shall be released on satisfactory completion of the hands on training as detailed above in the scope of work, for the specified period of six months.

Appendix 1

Batch Training Completion Certificate

This is to certify that the following Officers / Employees of the Government of Bihar have successfully undergone training imparted by _____ (Consultant name) in _____ (Zone) for The Bihar Right to Public Grievance Redressal Act ,2015 and Rules , 2016 and have secured the minimum required marks in the Training Evaluation Test conducted for the same.

Serial Number	Name of the Participant	Designation	Department/Office	Marks obtained in Training Evaluation Test	Signature
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

Start Date :

Duration : _____ days

Signature

Date:

Name of the Nodal Officer Seal

RFP for Training for Bihar Public Grievance Act/Rules

PART II - Contract

Section VI - General Conditions of the Contract

A. General Provisions

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Consultant" means any private or public entity that will provide the Services to the BPSM Society under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents.
- (d) "Days" are calendar days; months are calendar months.
- (e) "BPSM Society" is the party who employs the Consultant to provide the services, as specified in the PCC.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC Clause 11.1.
- (g) "Force Majeure" means an exceptional event or circumstance which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (h) "GCC" mean General Conditions of Contract.
- (i) "Letter of Acceptance" means the formal acceptance by the BPSM Society of the Proposal and denotes the formation of the Contract at the date of acceptance.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all entities
- (k) "Party" means the BPSM Society or the Consultant, as the context requires.
- (l) "PCC" means Particular Conditions of Contract by which the GCC may be amended or supplemented
- (m) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India; and "Key Personnel" means the Personnel referred to in GCC Clause 34.
- (n) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.

- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
 - (n) "Refresher Course" means the same training program conducted for the officers and employees identified by BPSM of the same duration and the same content including a special focus on issues/items as specified by BPSMS.-

2. Interpretation

- 2.1 If the context so requires it, singular means plural and vice versa.
- 2.2 Headings have no significance and Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.3 The term "in writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- 2.4 The Contract constitutes the entire agreement between the BPSM Society and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 2.5 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 2.6 Subject to GCC Clause 2.7 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 2.7 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 2.8 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 2.9 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3. Eligibility

- 3.1 The Consultant and its Sub-consultant can have the nationality of any country.

4. Relationship between the Parties

- 4.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the BPSM Society and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

5. Fraud and Corruption

- 5.1 The BPSM Society requires that Consultants and Sub-Consultants observe the highest standard of ethics during providing services and execution of such contracts. In pursuit of this policy, the BPSM Society:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more Consultants designed to establish proposal prices at artificial, non competitive levels; and;
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of a contract;

(b) will black list a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

(c) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

- 5.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission form (Section IV).

6. Contract Documents

- 6.1 The Contract Agreement shall be read as a whole. All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

7. Language

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant and the BPSM Society, shall be written in English language.

8. Location

- 8.1 The Services shall be performed at such locations as are specified in the PCC.

9. Joint Venture, Consortium or Association

- 9.1 If the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the BPSM Society for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the BPSM Society.

10. Authorized Representatives

- 10.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the BPSM Society or the Consultant may be taken or executed by the officials/authorized representatives of the BPSM Society specified in the PCC.
- 10.2 The authorized representatives may delegate any of his duties and responsibilities to other people after notifying the Consultant, and may cancel any delegation after notifying the Consultant.

11. Effectiveness of Contract and Commencement of Services

- 11.1 This Contract shall come into force and effect on the date mentioned in the contract to this effect. Unless terminated earlier pursuant to GCC Clause 20 hereof, this Contract shall expire at the end of the Intended Completion Date as specified in the the contract to this effect.
- 11.2 The Consultant shall begin carrying out the Services not later than 07 (seven) days after the Effective Date specified in the PCC.

12. Early Warnings

- 12.1 The Consultant shall warn the authorized representative in writing at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the services, increase the Contract Price, or delay the execution of the services. The Authorized Representative may require the Consultant to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Consultant as soon as reasonably possible.

12.2 The Consultant shall cooperate with the Authorized Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Authorized Representative.

13. Delays ordered by the Authorized Representative

13.1 The Authorized Representative may instruct the Consultant to delay the start or progress of any service activity.

14. Extension of the Intended Completion Date

14.1 The Authorized Representative of the BPSM Society shall decide whether and by how much to extend the Intended Completion Date if there are events which he decides will make it impossible for completion to be achieved by the Intended Completion Date

15. Performance Security

15.1 The Consultant shall, within twenty one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the PCC.

15.2 The proceeds of the Performance Security shall be payable to the BPSM Society as compensation for any loss resulting from the Consultant's failure to complete its obligations under the Contract.

15.3 As specified in the PCC, the Performance Security, shall be denominated in Indian Rupee and shall be in one of the format stipulated by the BPSM Society in the PCC, or in another format acceptable to the BPSM Society.

15.4 The Performance Security shall be discharged by the BPSM Society and returned to the Consultant not later than sixty (60) days following the date of acceptance of final report by the BPSM Society, unless specified otherwise in the PCC.

16. Change Orders and Contract Amendments

16.1 The BPSM Society may at any time order the Consultant through notice to make changes within the general scope of the Contract.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Consultant's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Consultant's receipt of the BPSM Society's change order.

16.3 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. Extensions of Time

- 17.1 If at any time during performance of the Contract, the Consultant or its sub-consultant should encounter conditions impeding timely provision of the Services, the Consultant shall promptly notify the BPSM Society in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the BPSM Society shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 17.2 Except in case of Force Majeure, as provided under GCC Clause 19, a delay by the Consultant in the performance of its Completion obligations shall render the Consultant liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon, pursuant to GCC Clause 17.

18. Liquidated Damages

- 18.1 If the Consultant fails to provide the Services by the Date(s) of completion specified in the Contract, the BPSM Society may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the contract value for each week or part thereof of delay from the Intended Completion Date until actual completion, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the BPSM Society may terminate the Contract pursuant to GCC Clause 20.
- 18.2 The BPSM Society may deduct liquidated damages from payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.
- 18.3 If the Intended Completion Date is extended after liquidated damage has been paid, the authorized representatives shall correct any overpayment of liquidated damages by the Consultant by adjusting the next payment certificate.

19. Force Majeure

- 19.1 The Consultant shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Consultant that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Consultant. Such events may include, but not be limited to, acts of the BPSM Society in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Consultant shall promptly notify the BPSM Society in writing of such condition and the cause thereof within twenty one (21) days of occurrence of such event. Unless otherwise directed by the BPSM Society in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days (60), either party i.e. BPSM Society or Consultant may at their option terminate the contract without any financial repercussion on either side.
- 19.5 In case of Force Majeure situation affecting the BPSM Society, the BPSM Society shall notify the Consultant in writing of such condition and the cause thereof within twenty one (21) days of occurrence of such event for further necessary action.

20. Termination

20.1 Termination for Default

- (a) The BPSM Society, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, may terminate the Contract in whole or in part:
- (i) if the Consultant has delayed the provision of the Services by the number of days (In reference to PCC Table) for which the maximum amount of liquidated damages can be paid, as defined in the PCC.
 - (ii) if the Consultant in the judgment of the BPSM Society has engaged in fraud and corruption, as defined in GCC Clause 5, in competing for or in executing the Contract
 - (iii) if the Consultant fails to perform any other obligation under the Contract within period specified in the Contract, or within any extension thereof granted by the BPSM Society ; or
- (b) If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the PCC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto
- (c) In the event the BPSM Society terminates the Contract in whole or in part, pursuant to GCC Clause 20.1(a), the BPSM Society may procure, upon such terms and in such manner as it deems appropriate, Services similar to those not performed, and the Consultant shall be liable to the BPSM Society for any additional costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.
- (d) In the event the BPSM Society terminates the Contract in whole or in part, pursuant to GCC Clause 20.1(a), the BPSM Society may forfeit the Performance Security
- (e) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 37.4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the BPSM Society may have subsequently approved in writing.

20.2 Termination for Insolvency.

- (a) The BPSM Society may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such

event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the BPSM Society.

20.3 Termination for Convenience.

- (a) The BPSM Society, by notice sent to the Consultant may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the BPSM Society's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective. The BPSM Society shall have to suitably compensate the Consultant on mutually agreed terms for terminating the contract.

21. Cessation of Rights and obligation

- 21.1 Upon termination of this Contract pursuant to GCC Clause 20 hereof, or upon expiration of this Contract pursuant to GCC Clause 11.1 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in GCC Clause 27 hereof, and (iii) any right which a Party may have under the Applicable Law.

22. Cessation of services

- 33.1 Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 20 hereof, the Consultant 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. With respect to documents prepared by the Consultant and equipment and materials furnished by the BPSM Society, the Consultant shall proceed as provided, respectively, by GCC Clause 32 and 33 hereof.

23. Release from Performance

- 23.1 If the Contract is frustrated by any event entirely outside the control of either the BPSM Society or the Consultant, the Authorized Representative of the BPSM Society shall certify that the Contract has been frustrated. The Consultant shall stop providing services as quickly as possible after receiving this certificate and shall be paid for all services provided before receiving it and for any services provided afterwards to which a commitment was made.

24. Settlement of Disputes

- 24.1 The BPSM Society and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the BPSM Society or the Consultant may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be

commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the Indian laws as specified in the PCC.

24.3 Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the BPSM Society shall pay the Consultant any monies due to the Consultant.

24.4 The place of arbitration shall be as specified in the PCC.

B. Obligation of the Consultants

25. General

25.1 The Consultants shall perform the Services specified in Appendix A- "Description of Services" of this contract and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

25.2 The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law.

25.3 The consultant shall honour its reporting obligation as specified in GCC Clause 31 and provide the personnel in accordance with GCC Clause 34.

25.4 The consultant shall be required to maintain timesheets or any other document used to identify time spent, as well as expenses incurred.

25.5 The consultant shall keep accurate and systematic records and accounts in respect of the Services, which shall clearly identify all charges and expenses. The BPSM Society reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of 3 months thereafter.

26. Conflict of interest

26.1 The Consultant shall hold the BPSM Society's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

26.2 The Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

26.3 The Consultant, sub consultant and affiliates of both shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, during the term of this Contract and after its termination.

26.4 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

27. Confidentiality

27.1 Except with the prior written consent of the BPSM Society, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

28. Copyright

28.1 The copyright in all documents and other materials containing data and information furnished to the BPSM Society by the Consultant herein shall remain vested in the Consultant, or, if they are furnished to the BPSM Society directly or through the Consultant by any third party, the copyright shall remain vested in such third party.

29. Insurance

29.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the BPSM Society, insurance against the risks, and for the coverage specified in the PCC, and (ii) at the BPSM Society's request, shall provide evidence to the BPSM Society showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid

29.2 If the Consultant does not provide any evidences of the policies and certificates required, the BPSM Society may effect the insurance which the Consultant should have provided and recover the premiums the BPSM Society has paid from payments otherwise due to the Consultant or, if no payment is due, the payment of the premiums shall be a debt due.

29.3 Alterations to the terms of insurance shall not be made without the approval of the authorized representative of the BPSM Society.

30. Consultant's action requiring BPSM Society's prior approval

30.1 The Consultant shall obtain the BPSM Society's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.

- (b) The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the BPSM Society. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the BPSM Society to be incompetent or incapable in discharging assigned duties, the BPSM Society may request the Consultant to provide a replacement, with qualifications and experience acceptable to the BPSM Society, or to resume the performance of the Services itself.
- (c) Any other action that may be specifically mentioned by BPSM Society as actions requiring its prior approval before or in course of execution of contract.

31. Reporting obligations

- 31.1 The Consultants shall submit to the BPSM Society the reports and documents as specified in PCC, in the form, in the numbers and within the time periods set forth in Appendix B.

32. Documents prepared by Consultant to be the Property of BPSM Society

- 32.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the BPSM Society under this Contract shall become and remain the property of the BPSM Society, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BPSM Society, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the BPSM Society. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the BPSM Society's prior written approval to such agreements, and the BPSM Society shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

33. Equipment, vehicles and materials furnished by the BPSM Society

- 33.1 Equipment, vehicles and materials made available to the Consultant by the BPSM Society, or purchased by the Consultant wholly or partly with funds provided by the BPSM Society, shall be the property of the BPSM Society and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the BPSM Society an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the BPSM Society's instructions.

34. Consultant's Personnel and Sub-Consultant

- 34.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

- 34.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are to be adhered to.
- 34.3 The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the BPSM Society. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the BPSM Society for review and approval a copy of their Curricula Vitae (CVs). If the BPSM Society does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the BPSM Society.
- 34.4 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 34.5 Except as the BPSM Society may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 34.6 If the BPSM Society (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the BPSM Society's written request specifying the grounds therefore, forthwith provide as a replacement at the Consultant's cost a person with qualifications and experience and remuneration acceptable to the BPSM Society.
- 34.7 If required by the PCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the BPSM Society, shall take charge of the performance of such Services.
- 34.8 If required to comply with the GCC Clause 25.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the BPSM Society, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by the percentage specified in the PCC; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 37 of this Contract. Any other such adjustments shall only be made with the BPSM Society's written approval.
- 34.9 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the BPSM Society and the Consultant.

35. Consultant's liability towards the BPSM Society

- 35.1 Consultants shall be liable to indemnify the BPSM Society for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered to it.

C. Obligation of the BPSM Society

36. Services and Facilities

36.1 The BPSM Society shall make available, as far as reasonably possible, to the Consultant and their authorised personnel the facilities and assistance as shall be necessary to enable the Consultants to perform the services

37. Payments

37.1 Payment method has been stipulated in the PCC

37.2 Billings and payments in respect of the Services shall be made as follows:

- (a) As soon as practicable and not later than fifteen (15) days after the end of training of each batch, the Consultant shall submit to the BPSM Society, in duplicate, their invoice, accompanied by copies of "Batch Training Completion Certificates"(Appendix 1 to Terms of Reference), of the amounts payable pursuant to GCC Clause 37.3.
- (b) The BPSM Society shall pay the Consultant's statements within sixty (60) days after the receipt by the BPSM Society of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the BPSM Society may add or subtract the difference from any subsequent payments.
- (c) 90% of the payment shall be released by the District Magistrates (for their concerned districts) after being duly satisfied with the quality of training. For departments /directorates the payment shall be released after satisfaction of departmental heads/ authorised officer. The balance 10% shall be released on satisfactory completion of the hands on training as detailed above in the scope of work, for the specified period of six months.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the BPSM Society. The Services shall be deemed completed and finally accepted by the BPSM Society and the final report and final statement shall be deemed approved by the BPSM Society as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the BPSM Society unless the BPSM Society, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the BPSM Society has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the BPSM Society within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the BPSM Society for reimbursement must be made within twelve (12) calendar months after receipt by the BPSM Society of a final report and a final statement approved by the BPSM Society in accordance with the above.

- (e) With the exception of the final payment under (b) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- (f) Payments shall be made promptly by the BPSM Society through a mode specified in the PCC.
- (g) The currency in which payments shall be made to the Consultant under this Contract shall be that as specified in the PCC.
- (h) The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law.

37.3 The BPSM Society may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

37.4 Upon termination of this Contract pursuant to GCC Clause 20 hereof, the BPSM Society shall make payments to the Consultant of remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant for expenditures actually incurred prior to the effective date of termination

Section VII. Particular Conditions of the Contract

The following Particular Conditions of Contract (PCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1 (e)	The BPSM Society is - Mission Director, Bihar Prashasanik Sudhar Mission Society (BPSMS)
GCC 2.9	For notices, the BPSM Society's address shall be: Mission Director Bihar Prashasanik Sudhar Mission Society Hardinge Road, Sinchai Barrack-1 (Near Haj Bhawan) Patna- 800001 India Telephone: +91-612-2233333 Facsimile number: +91-612-2215908 Electronic mail address: bpsms1@gmail.com
GCC 7.1	The language of the contract shall be: English
GCC 8.1	The location where services shall be provided is: All the District Headquarters in the Zones as mentioned in the Request for Proposal Data Sheet.
GCC 10.1	The Authorised Representative of the BPSM Society is Mission Director Bihar Prashasanik Sudhar Mission Society Hardinge Road, Sinchai Barrack-1 (Near Haj Bhawan) Patna - 800001 India
GCC 11.1	The Effective Date when the contract shall come into force shall be as mentioned in the contract.
GCC 11.1	The Intended Completion Date for the whole of the Services shall be as mentioned in the contract.
GCC 11.2	Consultant shall begin carrying out of the Services not later than 7 days after the Effective Date.
GCC 15.1	A Performance Security shall be required

	The Performance Security amount will be 5 percent of the Contract Price
GCC 15.2	The currency of the Performance Security shall be Indian Rupees. The Format to be used for Performance Security shall be as appended in the Section VIII Contract Forms
GCC 15.4	Performance security shall be discharged not later than 90 days following the date of acceptance of the final report by the BPSM Society.
GCC 18.1	The liquidated damages for the Services shall be 0.5% of the contract value for each week up to a maximum deduction of 10 % (Ten Percentage)
GCC 20.1 (a) (i)	The maximum number of days is 20 (Twenty) Weeks
GCC 20.1 (b)	The time period shall be 06 (six) Weeks.
GCC 24.2	The law for arbitration is: Indian Arbitration and Conciliation Act, 1996.
GCC 24.4	The place of arbitration shall be: Patna, India
GCC 29.1	The minimum insurance amounts and risk coverage shall be at least double the amount of the total contract value for the estimated number of trainees for the zone/zones allotted , including all taxes.
GCC 34.8	Adjustment percentage:05 percent
GCC 35.7	Consultant shall provide a Resident Project Manager.
GCC 37.1	Payment method shall be based on number of employees trained
GCC 37.3 (a)	The Consultant shall submit in duplicate, itemised statements, accompanied by copies of invoices and other supporting materials not later than 15 days after the end
GCC 37.3 (c)	The payment shall be made through RTGS transfer favouring the consultant
GCC 37.4 (g)	The currency in which payment shall be made is: Indian Rupees

Section VIII - Contract Forms

This Section contains forms which, once completed, will form part of the Contract.

ii. Letter of Acceptance

..... **date**

To: **name and address of the Consultant**

Subject: **Notification of Award Contract No.**

This is to notify you that your Proposal dated (**date**) for execution of the
.(**name of the contract and identification number**)..., in the zone(**Name of Zone**)... as
mentioned in your Financial Proposal with the Geographical area (**Name of the Districts/
Area as specified in the Data Sheet**)., for the Accepted Contract Amount of the equivalent
of (**amount in numbers and words and name of currency**), as
corrected and modified in accordance with the Instructions to Consultants is hereby accepted
by our Agency.

You are requested to furnish the Performance Security within 21 days of the notification of the
award in accordance with the Conditions of Contract, using for that purpose the proforma of
the Performance Security Form included in Section VIII (Contract Forms) of the RFP
Document.

Authorized Signature:

Name and Title of Signatory.....

Name of Agency:

Attachment: Contract Agreement

iii. Contract Agreement

THIS AGREEMENT made on theday of,, between Bihar Prashasanik Sudhar Mission Society (hereinafter “the BPSM Society”), of the one part, and **name of the Consultant** . . .(hereinafter “the Consultant”), of the other part:

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “BPSM Society”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the BPSM Society for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS the *BPSM Society* desires that the Services known as **name of the Contract** . . .should be executed by the Consultant, and has accepted a Proposal by the Consultant for the execution and provision of these Services.

The BPSM Society and the Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Completed Proposal Form
 - (c) the Addenda Nos **insert addenda numbers if any**
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Completed Schedules and Appendices,
3. In consideration of the payments to be made by the BPSM Society to the Consultant as indicated in this Agreement, the Consultant hereby covenants with the BPSM Society to execute the Services in conformity in all respects with the provisions of the Contract.
4. The BPSM Society hereby covenants to pay the Consultant in consideration of the execution and provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **name of the country**on the day, month and year indicated above.

Signed by
for and on behalf of the BPSM Society

Signed by
for and on behalf the Consultant

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Appendix A: Description of Services

[**Note:** This Appendix will include the Zone with the geographical limits, final Terms of Reference worked out by the BPSM Society and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by BPSM Society, etc.]

Appendix B: Reporting Requirements

- Training Plan within 2 weeks of the start of assignment
- Training materials that would be given to the Participants within 3 weeks of the start of the assignment
- The Consultant will submit the following weekly report to the BPSM Society.

Weekly Reporting Format for Zone.....Name of the Zone....

Report date _____

Report for the week starting on _____

Serial Number	Name of the district	Number for Bihar Public Grievance Act/Rules	Number for Bihar Public Grievance Act/Rules trained till _____ (last day of previous week)	Number for Bihar Public Grievance Act/Rules trained in the week starting on _____ (First day of present week)	Number for Bihar Public Grievance Act/Rules left to be trained
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Appendix C: Key Personnel and Sub-Consultants- days of Work for Key Personnel, agreed schedule of rates etc.

[Note: List under the Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel and Sub-consultants. List here the days of work for Key Personnel, agreed schedule of rates, etc.

iv. Performance Security

Bank’s Name, and Address of Issuing Branch or Office

Beneficiary:**Name and Address of BPSM Society**

Date:

Performance Guarantee No.:

We have been informed that **name of the Consultant**. (hereinafter called “the Consultant”) has entered into Contract No. **reference number of the Contract**. datedwith you, for the execution of **name of contract and brief description of Services**. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we **name of the Bank**. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **name of the currency and amount in figures** (**amount in words**.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of , . . . , and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the rule.....

.....
Seal of Bank and Signature(s)

BIHAR PRASHASNIK SUDHAR MISSION SOCIETY

(General Administration Department)

Sinchai Barrack No. 1 , Hardinge Road , Patna

INVITES

Proposals for Selection of Agency for Training of Officers And Employees of The Government Of Bihar on The Right to Public Grievance Redressal Act, 2015 and Rules, 2016.

BPSMS invites proposals for selection of agency for training of around 12000-15000 employees and officers of the Government of Bihar on the Right to Public Grievance Redressal Act, 2015 , the broad scope of work for which is as follows :-

- Training on The Bihar Right to Public Grievance Redressal Act , 2015
- Training on The Bihar right to Public Grievance Redressal Rules, 2016
- Training on the MIS system created for implementation and monitoring of this Act/Rules
- Training on the work flow and processes required for implementation of this Act/Rules
- Training on soft skills for interacting with the people approaching this machinery
- Refresher and/or Repeat courses of the employees selected by BPSM as needing such assistance.
- An examination of all the trainees following the training to assess the effectiveness of training and issue of Individual certificates to each trainees in the format approved by BPSMS.
- Printing of course manual in Hindi for all the trainees.
- Reviews at each Public Grievance centre to assess and facilitate the handholding needs of all the employees and officers involved in implementation of this Act in term of training and technical support.
- The Selected agency shall have to prepare an MIS in consultation with BPSMS and submit daily the report of actual training accomplished through this MIS,.

Minimum Qualification of firms

- The bidder should be registered in India under the Companies Act , 1956 and should have been in operation in India in for a minimum of 5 years.
- The bidder should have a minimum annual revenue of rupees 10 crores from Training during each of the last 3 financial years.
- The bidder should have prior experience of executing training projects of Government employees/ officers in India in the last 5 years.
- The bidder should have a minimum of 5 Trainers for every zone applied for.

The detailed Request for Proposal can be downloaded from our website <http://www.bpsm.bih.nic.in> . All Propsals must be commensurate with the terms,conditions and qualifications laid down in this RFP and must be addressed as follows:

Mission Director

Bihar Prashasanik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800001

Phone: (0612) 2233333

Fax- 0612-2215908

Email- bpsms1@gmail.com

The important dates for the above are as follows:-

- Last date for seeking request for clarification – 14th March,2016
- Pre-Proposal Conference – 17th March, 2016 at 4.00 p.m.
- Last date for submission of proposal – 1st April , 2016 up to 5.00 p.m.
- Technical Bid opening – 4th April, 2016 at 11.30 a.m.

This advertisement does not constitute and will not be deemed to constitute, any commitment on the part of GoB/ BPSM. Furthermore, this advertisement confers neither any right nor expectation on any party to participate in the process. BPSM reserves the right to withdraw from the process or any part thereof, to accept or reject any or all offers at any stage of the process and/or modify the process or any part thereof or to vary terms at any time without assigning any reason whatsoever. No financial obligation will accrue to Government of Bihar or BPSMs in such an event. Further, GoB and BPSM shall not be responsible for non-receipt of any correspondence sent by post/courier/e-mail/fax.