

संचिका सं०-02/2026/द०मा०स०-
बिहार सरकार
श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग
दशरथ मांझी श्रम एवं नियोजन अध्ययन संस्थान, पटना।

प्रेषक,

राजेश कुमार,
प्रशासी पदाधिकारी,

सेवा में,

निदेशक,
सूचना एवं जनसम्पर्क विभाग,
बिहार, पटना।

पटना, दिनांक-

विषय:- दशरथ मांझी श्रम एवं नियोजन अध्ययन संस्थान, पटना के लिए Project Management Consultant (PMC) ई-क्रय 2.0 (e-procurement 2.0) प्रणाली के तहत निविदा आमंत्रण सूचना सं०-01/2026-27 के प्रकाशन के संबंध में।

महाशय,

निदेशानुसार उपर्युक्त विषय के संबंध में निविदा आमंत्रण सूचना सं०-01/2026-27 की प्रति संलग्न करते हुए अनुरोध है कि इसे राज्य के प्रमुख समाचार पत्रों में (अंग्रेजी एवं हिन्दी) के अगले दो संस्करणों में शीघ्र प्रकाशित कराने की कृपा की जाय।

अनुलग्नक:-यथोक्त।

विश्वासभाजन

ह०/-


(राजेश कुमार)

प्रशासी पदाधिकारी,
दशरथ मांझी श्रम एवं नियोजन
अध्ययन संस्थान, पटना।

ज्ञापांक:-संचिका सं०-02/2026/द०मा०स०-177

पटना, दिनांक-08/05/2026

प्रतिलिपि:-श्री गणेश कुमार, सहायक श्रमायुक्त, उप निबंधक, श्रमिक संघ, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग/आई.टी. प्रबंधक, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।


08-05-2026

प्रशासी पदाधिकारी,
दशरथ मांझी श्रम एवं नियोजन
अध्ययन संस्थान, पटना।

REQUEST FOR PROPOSAL (RFP)

FOR

Engagement of Project Management Consultant (PMC) Agency for Dashrath Manjhi Institute of Labour & Employment Studies (DMILES) Mandate, Academic Support and Advisory Services on Labour & Migrant Welfare Initiatives

Through

E-Procurement portal: www.eproc2.bihar.gov.in

RFP No: *01*.....

Date: 08/5/2026

Dashrath Manjhi Institute of Labour & Employment Studies (DMILES)
Labour Resources and Migrant Workers Welfare Department, Government of Bihar
Near Veterinary College, BIT Campus, Samanpura, Patna-14
Email: lcbihar@bihar.gov.in Website: <https://state.bihar.gov.in/labour>

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Dashrath Manjhi Institute of Labour & Employment Studies
Labour Resources and Migrant Workers Welfare Department, Government of Bihar
Near Veterinary College, BIT Campus, Samanpura, Patna-14

Email: lcbihar@bihar.gov.in

Website: <https://state.bihar.gov.in/labour>

Notice Inviting Request for Proposal

RFP No: - 01 | 2026

Date- 08/5/2026

Secretary, Labour Resources and Migrant Workers Welfare Department –cum- Director General, Dashrath Manjhi Institute of Labour & Employment Studies (DMILES) invites proposals for “Engagement of Project Management Consultant (PMC) Agency for DMILES Mandate, Academic Support and Advisory Services on Labour & Migrant Welfare Initiatives.”

The Background Information and scope of work is provided under Terms of Reference (TOR) of the Request for Proposal (RFP).

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

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable Document Fee of Rs. 10,000/-** (Ten Thousand only) and Tender Processing Fee of Rs. 590.00 (Five Hundred Ninety only) or as applicable through **e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit: An EMD of Rs. **10,00,000/-** (Ten Lac) through **e-payment mode only** on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance security or to execute the agreement, this EMD will be forfeited.

The Proposal has to be submitted online through www.eproc2.bihar.gov.in and can be searched under “Tender” and then to Latest Tender by searching Department as “Labour Resources and Migrant Workers Welfare Department”.

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the “e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <https://state.bihar.gov.in/labour> . The RFP will be available to download from the above websites from 11-05-2026 The Pre-bid meeting will be held on 20-05-2026 through physical mode. The last date for uploading of bid will be 01-06-2026 up to 12:00 Hrs.

The Technical Bid will be opened on or after 01-06-2026 post 15:00 Hrs. The Evaluation of Bids will be under QCBS System. Please refer RFP document for complete details.

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



**Director, DMILES-cum-
Labour Commissioner, Bihar,
Labour Resources and Migrant Workers Welfare Department
Govt. of Bihar.**

Tender Schedule/Programme:

SN	Activity	Date/Time Duration
1.	Online Sale/Download date of Tender documents	From 11-05-2026 (https://www.eproc2.bihar.gov.in) The Tender document can also be downloaded from our website. https://state.bihar.gov.in/labour
2.	Last Date of sending Pre-Bid queries by e-mail	20-05-2026 up to 11.00 Hrs. on lc Bihar@bihar.gov.in
3.	Date, Time and Place of Pre-Bid Meeting	C-Wing, 2nd Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 20-05-2026
4.	Publishing of Pre-Bid queries response	Will be published at earliest on best effort basis at e-proc2 website/ Labour Resources and Migrant Workers Welfare Department Website
5.	Last Date/Time for submission/ uploading of offer/Bid	01-06-2026 up to 12.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 01-06-2026 at 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
8.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
9.	Method of Selection	QCBS
10.	Bidding in Consortium/JV	NO
11.	Bid Proposal Validity	180 days from the date of opening of bid
12.	Agreement Period	02 year from the date of signing of contract; extendable further for 03 Years based on satisfactory performance and /project requirement and based on the sole discretion of Director General, DMILES.
13.	Contact person/Nodal Officer for queries	Name: Rajesh Kumar Designation: Joint Labour Commissioner -cum- Administrative Officer, DMILES Email: lc Bihar@bihar.gov.in contact no: 9472257609

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) well before the last date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document

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carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
 - ❖ DMILES shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ DMILES will notify the bidders of submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 180 days from the date of opening of bid.
- **Pre-Bid Meeting:** DMILES shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment will not be entertained.

DMILES will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP. DMILES may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of DMILES regarding acceptability or rejection of any suggestion or modification requested shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (<https://state.bihar.gov.in/labour>) and no bidders/participant would be intimated individually about the responses of DMILES.

Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of DMILES, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

Note: The queries should necessarily be submitted in the following format with editable file (in word or excel) only, else the queries may not be entertained by DMILES:

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

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- **For support related to e-tendering process, bidders may contact at following address:**

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. “Toll Free Number: 1800 572 6571” Email ID: eproc2support@bihar.gov.in.

- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <https://state.bihar.gov.in/labour> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and DMILES will assume no liability or cost towards it. DMILES makes no commitments, either expressed or implied, that this process will result in a business transaction between anyone.

A 6/5/26

**Director, DMILES -cum-
Labour Commissioner, Bihar,
Labour Resources and Migrant Workers Welfare Department
Government of Bihar**

3)

e-Tendering Process Related Instructions.

Submission of Proposals Through electronic mode only:

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

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

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

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the DMILES or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This "RFP" is not an agreement and is neither an offer nor invitation by the DMILES to the prospective Bidders or any other person. The purpose of this "RFP" is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this "RFP". This "RFP" includes statements, which reflect various assumptions and assessments arrived at by the DMILES. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This "RFP" may not be appropriate for all persons, and it is not possible for the DMILES, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this "RFP". The assumptions, assessments, statements and information contained in this "RFP", may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this "RFP" and obtains independent advice from appropriate sources.

Information provided in this "RFP" to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DMILES accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The DMILES also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this "RFP".

The DMILES may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this "RFP".

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Section 2 – INSTRUCTIONS TO APPLICANTS

General Provisions

Scope of Proposal	<ul style="list-style-type: none">• Detailed description of the objectives, scope of services, deliverables and other requirements relating to the Consultancy are specified in this RFP and Terms of Reference (TOR). The way the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.• Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.• The Applicant shall submit its technical proposal as prescribed in the RFP. The Applicant shall submit its price proposal only at the Financial Bid Section of E-procurement portal. If any applicant submits his/her price proposal in hard copy or as scan copy uploaded under technical bid documents, the bid shall be rejected. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.• The Applicant should submit a Power of Attorney as per the prescribed format.• Any entity which has been debarred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the debar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
Introduction	<p>A. The Client named in the Data Sheet intends to select an Agency, in accordance with the method of selection specified in the Data Sheet.</p> <p>B. The Agencies are invited to submit a Prequalification Proposal, Technical Proposal and a Financial Proposal as specified in the Data Sheet, for services required for the assignment named in the Data Sheet, only through on-line medium on eproc portal.</p> <p>C. The Client on its discretion, at no cost to the Agencies, may provide the inputs, relevant project data, and reports required for the preparation of the Agency's Proposal as specified in the Data Sheet.</p>
Conflict of Interest	<p>The selected Consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the Authority / Govt of Bihar (GoB) under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. It should be the requirement of the consultancy contract that the Consultant should provide professional, objective, and impartial advice and at all times hold the Authority/GoB interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Authority /GoB, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Consultant shall not be hired, under the circumstances set forth below:</p> <ul style="list-style-type: none">a) Conflict between Consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.b) Conflict among consulting assignments: Neither Consultant (including their personnel and sub- Consultant) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment. As an

	<p>example, Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Consultant assisting Authority /GoB in the privatization on public assets shall neither purchase nor advice purchasers of, such assets. Similarly, Consultant hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.</p> <p>c) Relationship with Employer's staff: Consultant (including their personnel and sub- Consultant) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of: -</p> <ul style="list-style-type: none"> i) the preparation of the TOR of the contract, ii) the selection process for such contract, or iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Consultant's work. <p>The Agency has an obligation to disclose to the client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.</p>
<p>Unfair Competitive Advantage</p>	<p>Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question.</p>
<p>Corrupt and Fraudulent Practices</p>	<p>(a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this "RFP", DMILES shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the DMILES shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or security deposit as damages payable to the DMILES for, inter alia, time, cost and effort of the DMILES, in regard to the "RFP", including consideration and evaluation of such Bidder's Proposal.</p> <p>(b) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:</p> <ul style="list-style-type: none"> • "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DMILES who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DMILES, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical/ adviser of the DMILES in relation to any matter concerning the Project; • "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

	<ul style="list-style-type: none"> • “coercive practice” means impairing, harming, or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process; • “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the DMILES with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and • “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
Eligibility	It is the Agency’s responsibility to ensure that it meets the eligibility requirements as mentioned in this document
Important Terms and Provisions	
A. Preparation of Proposals	
1. General Considerations	<p>1.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>1.2 The bidder may be required to study the existing system being used by the client to assess the exact requirements and the Quantum of work on “No-commitment” basis (no commercial compensation would be given to the bidder for doing this exercise).</p> <p>1.3 Sub-Contracting: The Agency shall not be entitled to subcontract any of the Services in full or part.</p>
2. Cost of Preparation of Proposal	2.1 The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the DMILES shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The DMILES is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability and to disclose reasons thereof to the Agency.
3. Language	3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the client shall be written in the English/Hindi language.
4. Documents Comprising the Proposal	<p>4.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>4.2 The Agency by participating in this bid will be undertaking that the Agency will observe, in competing for and executing a contract, Indian laws against fraud and corruption (including bribery).</p>
5. Only One Proposal	5.1 The Agency shall submit only one Proposal.
6. Proposal Validity	<p>6.1 The Agency’s Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by DMILES as a non-responsive bid.</p> <p>6.2 In exceptional circumstances, prior to the expiration of the bid validity period, DMILES may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e., EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.</p>
a. Extension of Validity Period	6.3 DMILES will make its best effort to complete the processing within the proposal’s validity period. However, should the need arise, DMILES may request, in writing, to all the Agencies who had submitted Proposals prior to the submission deadline to extend the Proposal’s validity.

	<p>6.4 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>7. Clarification and Amendment of RFP</p>	<p>7.1 The Agency may request a clarification on any part of the RFP before or during the pre-bid meeting only, post which the clarifications will not be entertained. Should the Client deem it necessary to amend the RFP as a result of a clarification sought or on its own, it shall do so following the procedure described below:</p> <p>7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment and post the same on the website. The Agencies in their own interest are requested to visit the website regularly during the tender currency period.</p> <p>7.1.2 If the amendment/s is substantial, the Client may extend the proposal submission deadline to give the Agencies reasonable time to take the amendment/s into account in their Proposals.</p> <p>7.2 Clarification on submitted bids may be asked by DMILES: To assist in the examination, evaluation and comparison of Bids, DMILES at its discretion, may ask the Bidder for clarification(s) regarding its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted during the process of seeking clarifications.</p>
<p>8. Preparation of Proposals – Specific Considerations</p>	<p>The Agency shall prepare its proposal as per the provisions of RFP.</p>
<p>9. Pre-Qualification and Technical Proposal Format and Content</p>	<p><u>Pre-Qualification proposal format and content</u></p> <p>9.1 It is must to meet all the pre-qualification criteria mentioned in the data sheet. The Technical Proposal will be opened only for those bidders which meet each prequalification criterion.</p> <p><u>Technical Proposal Format and content</u></p> <p>9.2 The Prequalification or Technical Proposal shall not include any financial information. A Prequalification or Technical Proposal containing financial bid information shall be declared non-responsive.</p> <p>9.3 The Agency is required to submit a Technical Proposal, as indicated in the Data Sheet, and using the Standard Forms provided in Section 3 of the RFP.</p> <p><i>No Hard copy submission. Submission through e-proc portal only.</i></p> <ul style="list-style-type: none"> • The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (https://www.eproc2.bihar.gov.in). This will be bidder’s sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must have to be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded. <ul style="list-style-type: none"> ❖ DMILES shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system ❖ DMILES will notify the bidders for submission of original hardcopies of the uploaded documents, if required. • The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their

	<p>correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.</p> <ul style="list-style-type: none"> • Conditional Bids shall be out-rightly rejected.
10. Financial Proposal	<p>10.1 <i>The Financial Proposal shall be prepared using the online financial bid format only. The details and conditions of Financial Bid is provided in Section 5 of the RFP for reference of bidders.</i></p> <p><i>No Hard copy submission. Submission through e-proc portal only.</i></p> <p><i>Format of financial bid as shown in this RFP is for reference only and not to be filled or scanned. Bidders will have to fill online financial bid format only.</i></p>
a. Price Adjustment /Escalation	<p>10.2 A Price escalation of 5% will be allowed on the quoted rates for each of the item mentioned under financial bid if extension provided to the agency beyond the contract period.</p>
b. Taxes	<p>10.3 The Financial Proposal shall be inclusive of all taxes, levies, and statutory liabilities except GST. GST at applicable rates will be paid extra by the client.</p> <p>10.4 Tax deductions at source wherever applicable will be deducted by the Client.</p> <p>10.5 If there were any increase or decrease in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder except GST.</p> <p>10.6 If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, DMILES shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.</p>
B. Submission, Opening and Evaluation	
11. Submission of Proposal	<p>11.1 <i>No Hard copy submission. Submission through e-proc portal only.</i></p>
12. Confidentiality	<p>12.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agencies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>12.2 Any attempt by shortlisted Agencies or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>12.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
13. Opening of Proposals	<p><i>Through E-proc as per schedule.</i></p>
14. Proposals Evaluation	<p>14.1 The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Pre-Qualification, Technical and Financial Proposals on e-proc portal.</p>
15. Evaluation of Pre-Qualification and Technical Proposals	<p>15.1 The Client's evaluation committee shall evaluate the proposals/bids, to validate the adherence to the Pre-Qualification Criteria given in Data Sheet. Bids which are found to be meeting or exceeding the Essential Qualification criteria shall be considered as responsive and eligible for Technical Evaluation.</p>

	<p>15.2 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
16. Opening of Financial Proposals	16.1 Post Completion of Technical Evaluation, through E-Proc Portal.
17. Correction of Errors	<p>17.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction/s will be allowed in the Financial Proposal.</p> <p>The Client’s evaluation committee will correct computational or arithmetical errors only. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.</p>
18. Combined Quality and Cost Evaluation	In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Agency achieving the highest combined score will be invited for award.
C. Negotiations and Award	
19. Negotiations	<p>As per the peculiarity of the assignment, the negotiations may be held at the date and address indicated in the Data Sheet with the Agency’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.</p> <p>The Client shall prepare minutes of negotiations that are signed by the Client and the Agency’s authorized representative.</p>
Conclusion of Negotiations	<p>The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Agency’s authorized representative.</p> <p>If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.</p>
20. Award of Contract	<p>DMILES will issue LOA to the selected bidder. After issuance of LOA, the selected bidder shall endeavour to sign the contract with DMILES within 30 days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.</p> <p>If the selected bidder fails to submit the required performance security or to execute the agreement, his Bid Security shall be forfeited.</p>
D. Performance Security & Liquidity Damages	
21. Performance Security and Guarantee	<p>Performance Security:</p> <p>Within 15 days from the date of Letter of Award (LOA) from DMILES, the successful Bidder company/firm shall furnish the Performance Security of an amount equal to 5% of total contract value, only by way of DD/ Performance Bank Guarantee (PBG) issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in an acceptable form to DMILES and before execution of agreement.</p> <p>A. The PBG submitted will be valid for entire contract period, which shall be valid for the period of six months beyond the date of completion of contract. However,</p>

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	<p>in case of extension of project, above performance bank guarantee/s will have to be renewed for the extended period of the project.</p> <p>B. Refund of Performance Security: The Performance Security shall be refunded within six months from the date of successful completion of the assignment.</p> <p>Forfeiture of Performance Security and Guarantee: The Performance Security and Guarantee may be forfeited in the following cases: subject to satisfaction of DMILES:</p> <ul style="list-style-type: none">I. When any terms and condition of the contract is breached.II. When the selected Bidder fails to commence the services or fails to provide satisfactory deliverables after partially executing the purchase/work order or fails to perform in an expected manner as required under this RFPIII. The decision of DMILES will be final and conclusive with regard to forfeiture of Performance Security and Guarantee or otherwise to partially or fully waive off the above forfeiture.
E. Project Deliverables and Payment Terms	
22. Commencement of Services	The date for the commencement of services will be within 15 calendar days of Letter of Award/ agreement execution as per discretion of DMILES.
23. Project Deliverables	Please refer to the Section 6 - Terms of Reference (TOR)
24. IPR, Confidentiality	<p>Intellectual Property Rights (IPR):</p> <p>The ownership of any data related to the various services under the purview of this project lies with DMILES. The bidder needs to ensure that complete data is available to DMILES in any format that may be required, throughout and even after the project duration. The selected agency/consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement and then the report including all annexure thereof will be the exclusive intellectual property of the client.</p> <p>Confidentiality:</p> <p>Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.</p>

<p>25. Payment Schedule</p>	<p>Payment Basis:</p> <ul style="list-style-type: none"> o Nothing will be paid over the Financial Quote except GST on applicable rates. GST will be paid extra on applicable rates and should not be quoted in financial bid. o All payments to the successful Bidder shall be made monthly upon submission of invoices along with attendance sheet. o DMILES will provide office spaces for the resources deployed by the selected bidder. Attendance of resources will be certified by the team leader. o Bidder will raise the invoice within 05 days from the end of the month along with the Monthly Progress Report & Attendance Sheet. DMILES will pay it within 15 days from the receipt of the invoice and only upon satisfaction, in terms of project deliverables, smooth and glitch free implementation, and timelines.
<p>26. Penalty Clause</p>	<p>Penalty shall be imposed to the consultant in case the consultant fails to depute any key personnel. Penalty amount shall be calculated as below</p> <p>Penalty amount = 1.1 x monthly rate quote for such key personnel who has not been deputed by the consultant for the period of non-deployment.</p> <p>For just and sufficient reason to the satisfaction of DMILES, this penalty amount may be waived.</p> <p>The penalty will also not be applicable for reasons beyond the control of the selected bidder like resignation etc. of the deployed resources. In the case of resignation, the agency will deploy the new resource within a period of 30 days from the date of resignation of the resource and in this case no penalty will be levied by DMILES for the period of non-deployment.</p>
<p>27. Earnest Money Deposit (EMD)</p>	<ul style="list-style-type: none"> i. The Bidder shall furnish, as part of its pre-qualification bid, an EMD as bid security for the amount as specified in the notice of this RFP. ii. The bid security is required to protect DMILES, against the risk of Bidder's conduct, which would warrant the security's forfeiture. iii. Unsuccessful Bidder's EMD will be returned as promptly as possible, but not later than 90 days after the award of the contract to the successful bidder. iv. The successful Bidder's EMD will be discharged upon the Successful Bidder signing the Contract and submission of performance bank guarantee. v. No interest will be payable by the DMILES on the amount of the EMD. vi. The bid security may be forfeited: <ul style="list-style-type: none"> a. When the bidder withdraws or modifies his bid proposal after opening of bids; or b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or c. When the Bidder engages in Prohibited Practices as per respective clause of Section 2 of this RFP.
<p>F. Other Terms and Conditions</p>	
<p>28. Interpretation</p>	<p>28.1 If the context so requires it, singular means plural and vice versa.</p> <p>28.2 Entire Agreement: The Contract will constitute the entire agreement between the DMILES and the Selected bidder and will supersede all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>28.3 Amendment: 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.</p> <p>28.4 Non-waiver: Subject to the condition (28.5) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the</p>

	<p>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.</p> <p>28.5 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.</p> <p>28.6 Severability: 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.</p>
29. Governing Law	The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna High Court only.
30. Force Majeure	
a) Definition	<ul style="list-style-type: none"> • For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, epidemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. • Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent's employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder • Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder • The Force Majeure would be applied to only those place/s which have been so stated by DMILES in writing; is part of GoB directives and is agreed by Agency. Payments of the non-impacted places will be calculated and given as per the payment schedule and Agency will not be penalized for the non-performance of the force majeure applied place/s. Computing of performance will also be adjusted on pro rata basis. • DMILES will decide the eventuality of Force Majeure which will be binding on both the parties
b) No Breach of Agreement	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Agency shall not be liable for forfeiture of its performance bank guarantee, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.
c) Measure to be taken	<ul style="list-style-type: none"> • A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. • A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than thirty (30) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

	<ul style="list-style-type: none"> The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
d) Extension of time	Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
e) Payments	<p>The Force Majeure is applied to only those place/s which have been so stated by DMILES in writing; is part of GoB directives and is agreed by Agency. Payments of the non-impacted place/s will be calculated and given as per the payment schedule and Agency will not be penalized for the non-performance of the force majeure applied place/s. Computing of performance will also be adjusted on pro rata basis.</p> <p>In the event of Force Majeure is applied to the whole state of Bihar, then DMILES will continue to follow the payment schedule by giving concession to Agency of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.</p>
f) Consultation	Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
31. Change Orders and Contract Amendments	<p>31.1 DMILES may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the DMILES's order. The rates under the Financial Proposal or the market rate will be used to calculate the cost of the additional work / change request.</p> <p>31.3 Price escalation of 5% will be allowed on the quoted rates for each of the item mentioned under financial bid if extension provided to the agency beyond the contract period.</p>
32. Termination Clauses	
a) Termination for Default	<ul style="list-style-type: none"> DMILES may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach): <ul style="list-style-type: none"> If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DMILES; or If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the selected bidder, in the judgment of the DMILES, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. If the selected bidder commits breach of any condition of the contract
b) Termination for Insolvency	DMILES may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise

	<p>insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DMILES.</p>
c) Termination for Convenience	<ul style="list-style-type: none">• DMILES, by a written notice of at least 30 days sent to the selected bidder, 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 DMILES's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.• In such case, DMILES will pay for all the pending invoices as well as the work done till that date by the Agency.• Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
d) Termination by DMILES	<ul style="list-style-type: none">• The DMILES may, by not less than thirty (30) days written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:<ul style="list-style-type: none">○ The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the DMILES may have subsequently granted in writing.○ The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.○ The Agency fails to comply with any final decision reached as a result of arbitration proceedings.○ Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or○ As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days○ If the DMILES would like to terminate the contract for reasons not attributable to the Agency's performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 60 months.○ If the DMILES would like to terminate the contract for reasons attributable related to the Agency's performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.
e) Termination by Agency	<p>The Agency may, by not less than three (03) months written notice to the DMILES, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none">• The DMILES is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty (60) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the DMILES of the Agency's notice specifying such breach.• If there are more than 2 un-paid invoices and DMILES fails to remedy the same within 60 days of the submission of the last un-paid invoice• As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or• The DMILES fails to comply with any final decision reached because of arbitration.

	<p>However, the selected agency may terminate this Agreement, or any particular Services, immediately upon written notice to Client (DMILES) if the agency will reasonably determine that, it can no longer provide the Services in accordance with applicable law or professional obligations.”</p> <p><u>Payment upon Termination:</u> Upon termination of the Agreement, all pending payments due till the date of the termination of the contract will be made by DMILES to the Agency within 30 days of the contract termination.</p> <p><u>Suspension:</u> The DMILES may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension</p> <ul style="list-style-type: none"> o shall specify the nature of the breach or failure, and o shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension. The above action will be taken by DMILES after approval of the Evaluation Committee <p><u>Cessation of rights and obligations:</u> Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except</p> <ul style="list-style-type: none"> o such rights and obligations as may have accrued on the date of termination or expiration, o the obligation of confidentiality set forth in RFP
<p>33. Cessation of Services</p>	<p>Upon termination of this Agreement by notice of either Party to the other the Agency 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.</p>
<p>34. Disputes Resolution</p>	
<p>a) Amicable settlement</p>	<p>The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute / differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred to DMILES, who will take decision within 60 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p>
<p>b) Arbitration</p>	<p>In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by DMILES and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration</p>

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	<p>proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.</p> <p>The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).</p> <p>When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
35. Disqualification	<p>The bid is liable to be disqualified if:</p> <ul style="list-style-type: none">• Not submitted in accordance with this document.• During validity of the bid or its extended period, if any, the bidder increases his quoted prices.• During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.• Bid received in incomplete form or not accompanied by EMD / Tender fee / all requisite documents.• Bidder submits conditional bids.• Bidder indulges in canvassing in any form to win the contract.• Bidder sub-contracts any part of the project.
36. Responsibilities of DMILES	<p>36.1 Issuance of various government orders/policy amendments as per requirement of the project.</p> <p>36.2 Assigning relevant officials as per project need for supervision of work of the resources deployed by the agency.</p> <p>36.3 Resolution of problems and disputes</p> <p>36.4 Timely payments to the Agency</p> <p>36.5 Facilitate coordination with different stakeholders</p>
37. Conditions when the agency will be debarred from bidding	<p>A bidder shall be debarred if he has been convicted of an offence-</p> <ul style="list-style-type: none">(a) Under the prevention of corruption Act, 1988 or(b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract <p>(The above debarment will be for a period not exceeding three years from the date of debarment)</p> <ul style="list-style-type: none">(c) A procuring entity may debar a bidder from participating in any procurement process for a period not exceeding two years, if it determines that the bidder has breached the code of integrity(d) The bidder shall not be debarred unless such bidder has been a reasonable opportunity to represent against such debarment.

A. General	
SN	Reference
1	Location of the Project: Patna, Bihar, India
2	Name of the Client: Dashrath Manjhi Institute of Labour & Employment Studies (DMILES), Labour Resources and Migrant Workers Welfare Department, Government of Bihar Method of selection: Combined Quality cum Cost Based System (QCBS) - 80:20
3	Submission of Prequalification, Technical and Financial Proposal only through E-Proc Portal: Yes
4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: For all relevant information related, please visit the office.
B. Preparation of Proposals	
5	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English/Hindi language.
6	The Proposal shall comprise the following: <u>Order of scanning and upload of proposal at E-Proc:</u> <u>Order of Scanning of Eligibility related Proposal:</u> (1) Cover Letter / Undertaking (Form-1) (2) Power of Attorney for Signing of Application (Form-2) (3) Affidavit for non-blacklisting (Form-3) (4) Pre-Qualification Criteria (Form-4) (5) CA Certificate for Turnover and Net worth (Form-5) (6) Complete RFP with signature <u>FULL TECHNICAL PROPOSAL (FTP):</u> (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 AND <u>Financial Proposal as per online E-proc format only. (Not to be mentioned or uploaded in technical proposal, otherwise that will be rejected.)</u>
7	Statement of Undertaking is required: Yes, (Form-1)
8	Proposals must remain valid for <u>180</u> calendar days after the proposal submission deadline
9	Out of pocket Expenses / Per-diem / Statutory Levies / Taxes etc.: Nothing will be paid over the Financial Quote except GST on applicable rates. GST will be paid extra on applicable rates and should not be quoted in financial bid. All such expenses / Per-diem / statutory levies / taxes etc. will be treated as all-inclusive in the Financial Quote.

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10 The contract period will be 24 months, which may further be extended based on performance of the agency and mutual agreement.

11 **The Financial Proposal shall be stated in the following currencies: INR only**

C. Submission, Opening and Evaluation

12 **The Agency must submit/upload:**
 (a) Eligibility Proposal
 (b) Technical Proposal
 (c) Financial Proposal
 No Hard Copy submission.

13 **Eligibility Criteria:**

SN	Parameter	Supporting documents to be provided
1	The Bidder must be incorporated and registered in India, under Companies Act / Indian Limited Liability Partnership Act / Indian Partnership Act and should be in operations continuously for at least 10 years as on the last date of submission of bid.	Copy of Certificate of Incorporation / Registration
2	The Bidder should have a minimum annual turnover of Rs. 50 Crores and should have a positive net worth in last three financial years i.e., from FY 2022-23 to FY 2024-25.	Copy of the Audited Profit and Loss Statement and Balance Sheet and Certificate from a Chartered Accountant (As per format provided in Form-5) regarding the turnover and Positive net worth for each specified Financial Year.
3	The Bidder should have experience of project monitoring/management of at least one PMC/ PMA/ PMU of central/state governments having minimum Consulting Fee of Rs. 5 Crore in last 5 years.	Copy of Work orders/ Contracts /Performance/ Completion Certificates etc to be attached.
4	Bidder should have valid certification as follows: CMMI Level 3 or ISO 9001:2008/ ISO 9001:2015 or ISO 27001:2005/ ISO 27001:2013	Copy of valid certificates to be attached.
5	The bidder should not have been blacklisted or debarred by any State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.	Affidavit (As per format provided in Form-3) signed by the authorised signatory of Bidder.

Note:
 a. *If the applicant is found ineligible, then the proposal will be rejected at this stage only.*
 b. *The Eligibility and Technical Proposal has to be mandatorily scanned and uploaded as per the prescribed formats only.*

14	Technical Proposal Evaluation Criteria:														
	SN	Evaluation criteria	Max Marks												
	1	Financial Credentials of the Bidder	15												
	1.1	Average Annual Turnover from India operations for the last three (3) years ending 31st March 2024. >100 Cr or Above: - 15 Marks > 75 Cr and <= 100 Cr: 10 Marks >50 Cr and <= 75 Cr: 5 Marks (Turnover of holding or subsidiary firms will not be considered)	15												
	2.	Experience of Bidder (furnish work order /contract document)	55												
	2.1	Expcrience of providing consulting services to Central/ State Government for projects involving Consultancy/ PMU/PMC/ PDMC/ Technical Support Unit (TSU) / Technical Support Agency (TSA) for Central / State Government having minimum consultancy fee of Rs. 5.00 Crore and duration not less than 1 year. Ongoing/completed experiences during past Five (5) years. Five (5) mark per project reference/ experience (Maximum 15 Marks)	15												
	2.2	Key Personnel* <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Team Leader (Institutional Development Expert)</td> <td style="text-align: center;">10 Marks</td> </tr> <tr> <td style="text-align: center;">Research & Public Policy Specialist</td> <td style="text-align: center;">8 Marks</td> </tr> <tr> <td style="text-align: center;">Labour Law & Training Specialist</td> <td style="text-align: center;">6 Marks</td> </tr> <tr> <td style="text-align: center;">Migrant Policy & Welfare Expert</td> <td style="text-align: center;">6 Marks</td> </tr> <tr> <td style="text-align: center;">Procurement and Finance Expert</td> <td style="text-align: center;">5 Marks</td> </tr> <tr> <td style="text-align: center;">MIS Expert</td> <td style="text-align: center;">5 Marks</td> </tr> </table>	Team Leader (Institutional Development Expert)	10 Marks	Research & Public Policy Specialist	8 Marks	Labour Law & Training Specialist	6 Marks	Migrant Policy & Welfare Expert	6 Marks	Procurement and Finance Expert	5 Marks	MIS Expert	5 Marks	40
	Team Leader (Institutional Development Expert)	10 Marks													
	Research & Public Policy Specialist	8 Marks													
	Labour Law & Training Specialist	6 Marks													
Migrant Policy & Welfare Expert	6 Marks														
Procurement and Finance Expert	5 Marks														
MIS Expert	5 Marks														
3	Technical Presentation and Demonstration	30													
3.1	1. Understanding of Business & Scope of work 2. Approach and Methodology 3. Organization's credibility and experience 4. Proposed value addition etc.	30													
	Total	100													
The minimum score for technical qualification is 70.															
Note:															
<p>a. Appropriate/Admissible Proofs will have to be scanned and uploaded accordingly.</p> <p>b. If the applicant is found ineligible then its proposal will be rejected for further evaluation i.e., financial evaluation will not be made for such ineligible bidder/s.</p> <p>c. Date and time for Technical Presentation and demonstration shall be communicated later.</p> <p>d. The Technical Proposal has to be mandatorily provided as per the prescribed formats.</p>															
Technical Evaluation Matrix for Key Personnel															
1. Mandatory Eligibility Conditions															
<p>1. The bidder shall propose Key Personnel strictly in accordance with the minimum qualification and experience prescribed in the RFP.</p> <p>2. Only those experts who meet the minimum eligibility criteria shall be considered for technical evaluation.</p> <p>3. CVs not meeting the minimum qualification and/or minimum experience shall be summarily rejected and shall not be scored.</p>															
2. Evaluation Criteria (Per Expert)															

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Each eligible expert shall be evaluated out of 100 marks based on Educational Qualification (30 Marks), General Professional Experience (30 Marks), and Relevant Project / Sector Experience (40 Marks).

3. Detailed Scoring Methodology

3.1 Educational Qualification (Maximum 30 Marks)

20 marks for minimum qualification,
25 marks for minimum with higher/relevant specialization, and
30 marks for higher qualification directly relevant

3.2 General Professional Experience (Maximum 30 Marks)

Year of Experience	As per Minimum Prescribed Experience for the Position		
	For 5+ Years	For 7+ Years	For 10+ years
Less than 5 years	Not Eligible	Not Eligible	Not Eligible
5 years to less than 7 years	10	Not Eligible	Not Eligible
7 years to less than 10 years	20	10	Not Eligible
10 years to less than 12 years	30	20	10
12 years to less than 15 years	30	30	20
15 years or more	30	30	30

3.3 Relevant Project / Sector Experience (Maximum 40 Marks)

5 marks per year of relevant experience subject to a maximum of 40 marks.
(Relevant experience shall include experience related to education, training, labour, migration, public policy, institutional development, procurement, finance, MIS, or similar assignments.)

4. Position-wise Weightage of Key Personnel

The CV score (out of 100) of each expert shall be converted into weighted marks as per the Maximum Marks mentioned in the Data Sheet.

5. Method of Calculation

Marks for Expert = (CV Score out of 100 ÷ 100) × Position-wise Maximum Marks.

The aggregate of marks obtained by all Key Personnel shall constitute the Technical Score under Expert Evaluation.

15. Total Bid Evaluation - QCBS only

Only those bids with a technical score of ≥ 70 shall be considered for financial evaluation. QCBS method shall be adopted for selection.

The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 Marks. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

Combined and final evaluation

Similar to the ranking of Financial Proposal, for calculating the final Technical Score (ST) proposals with highest technical marks will be given a score 100 marks (TM). The Technical Score (ST) for other proposals will be computed as follows:

$$ST = 100 \times T/TM$$

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

Thus, the composite score shall be out of a maximum of 100 marks. The bidder with the highest composite score would be awarded the contract.

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Section 3 - Eligibility related Proposal

Formats for Eligibility Proposal

Form -1

Cover Letter / Undertaking

(On the letter head)

{Location, Date}

To,
**The Director General, DMILES -cum-
Secretary, Labour Resources and Migrant Workers Welfare Department,
Government of Bihar
Near Veterinary college, BIT Campus, Samanpura, Patna-14**

Dear Sir,

We, the undersigned, offer to provide the services as **an agency to provide services for DMILES** in accordance with your Request for Proposals RFP No-----dated-----/-----/ 2026.

We are hereby submitting/uploading our proposal (through eProc portal), completed in all respects along with all required proofs, which includes Prequalification Proposal, Technical Proposal and a Financial Proposal as per eProc guidelines.

We hereby confirm that:

- The RFP is being submitted by which is the “Bidder” in accordance with the conditions stipulated in the RFP.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DMILES, Government of Bihar and in any subsequent communication sent by DMILES. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from DMILES.
- We also undertake that we have examined in detail and have understood the terms and conditions stipulated in “**Section 5 - Financial Proposal: Standard Forms**” of the RFP and we agree and undertake to abide by all these terms and conditions.
- The information submitted in our proposal is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our proposal. We acknowledge that DMILES will be relying on the information provided in the proposal and the documents/proof submitted along with our proposal, for above services, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying our proposal are true copies of their respective originals.
- We acknowledge the right of DMILES to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.
- Our proposal is unconditional, and we hereby undertake to abide by the terms and conditions of the RFP.
- We understand that any work sanctioned in pursuance to the process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
- We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We understand that DMILES is not bound to accept any Proposal that DMILES receives. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Agency and Seal:

Address:

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Form -2

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

Power of Attorney for Signing of Application

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

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

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

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

For

(Signature, name, designation and address)

Accepted
.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. _____ 2. _____

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

AFFIDAVIT

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

For and on behalf of:
Signature:
Name:
Designation:
Date:
(Company Seal)
(Authorized Representative and Signatory)

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Form -4

Eligibility Criteria

A- General Profile:

Name of the Bidder	
Telephone Nos: Mobile Nos: E-mail: Website:	
Date of Incorporation (dd/mm/yyyy)	
Offices situated at different locations	
Address of Registered office	
GST Number (with document evidence)	GST Number: Evidence enclosed on Page No. ____
PAN NO. (with document evidence)	PAN No: Evidence enclosed on Page No. ____

B- Eligibility Information / criteria as per RFP (Mandatory Clause): Please fill properly.

S N	Parameter	Supporting documents to be provided	Compliance (Yes/No)	Page Nos. for Supporting documents provided
1				
2				
3				
4				
5				

Note:

If the applicant is found ineligible, then the proposal will be rejected for further Technical and Financial evaluation.

Form -5

11

(On CA Firm Letter Head)

CA Certificate for Turnover and Net worth

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

S. No.	Financial Year	Turnover (in Rs.) from Indian Operations	Net worth as on 31 st March of the respective FY (in Rs.)
1	2022-23		
2	2023-24		
3	2024-25		

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

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:

Stamp

UDIN:

Technical Proposal: Standard Forms

Section 4 - Technical Proposal: Standard Forms

Formats for Technical Proposal

Checklist of Required Forms

Required for Proposal (√)	FORM	DESCRIPTION	Page Limit
√	TECH-1	Agency's Organization Details	5
√	TECH-2	Experience details as mentioned in the Point 2 of the Technical Proposal Evaluation Criteria of Data Sheet	30
√	TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	20
√	TECH-4	Curriculum Vitae (CV) To be submitted for each Key Personnel mentioned under Point 2.3 of Technical Proposal Evaluation Criteria of Data Sheet	Maximum 5 Pages per CV

Form TECH-1

AGENCY'S ORGANIZATION DETAILS

Form TECH-1: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment.

1. Provide here a brief description of the background and organization of your company.
2. Include organizational chart.

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Form TECH-2

List of Eligible Projects

1. Refer s.no 2.1 of Technical Proposal Evaluation Criteria of Data Sheet

Experience of providing consulting services for **Skill Development/Migrant Worker Welfare** in India to Central/ State Government/ for projects involving Consultancy/ PMU/ PMC/ Technical Support Unit (TSU) / Technical Support Agency (TSA) for Central / State Government/ International Funding Agency having minimum consultancy fee of **Rs. 5.00 Crore** and duration **not less than 1 year, in the last Five (5) years.**

SN	Name of Client and Period of Project	Name of Project	Value of Project (In Crore)	Work order / contract document (Submitted Yes/No)	Reference Page No in the proposal	Brief Description of the Project (not more than 150 words)

*Note- In the absence of the work order/contract document, the assignment/s shall not be considered for evaluation.

Form TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment as per the Terms of Reference (TOR) provided in Section 6.

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the resources etc. Please do not repeat/copy the TORs in here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment as per the TOR, and tentative delivery schedule.

The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule Form in Tech 4.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts those who will be working on this assignment.}

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Form TECH-4

Format of CV

**To be submitted for each Key Personnel mentioned under Point 2.3 of Technical Proposal
Evaluation Criteria of Data Sheet**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name & Type of Project	Period	Description of responsibilities

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and Name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Place:

Place:

Date:

Date:

Note:

- 1- Use separate form for each Key Personnel

5

Section 5 - Financial Proposal: Standard Forms
(Just for reference, not to be filled and uploaded with Technical Bid)
Please refer to and upload online financial bid format on e-proc.
FORM FIN-1 (FORMAT OF FINANCIAL PROPOSAL)

By Participating in this process, we, the undersigned, offer to provide the services as detailed out in the Terms of Reference (TOR) of this RFP in accordance with our e-Bid (Response to Technical Bid and Financial Bid) submitted through E-Proc.

Our Financial Bid –is as uploaded on e-bid portal in the excel format will be inclusive of all expenses, statutory taxes, duties, and levies including our margin, except GST which will be paid extra by DMILES at the rate applicable on the date of invoicing. We undertake our financial bid as uploaded on e-proc portal is unconditional.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, if any, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

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(Just for reference, not to be filled and uploaded with Technical Bid) Please refer and upload online financial bid format on e-proc.

Form FIN-2: Summary of Cost

S. No.	Personnel	Deployment Duration (in Months) A	Man-Month Rate B	Total Cost A X B
State Team				
1	Team Leader (Institutional Development Expert)	24		
2	Research & Public Policy Specialist	24		
3	Labour Law & Training Specialist	24		
4	Migrant Policy & Welfare Expert	24		
5	Procurement and Finance Expert	24		
6	MIS Expert	24		
Total*				

* The rate mentioned is exclusive of GST and shall be paid as applicable

Section 6. Terms of Reference (TOR)

Engagement of Project Management Consultant (PMC) Agency for Dashrath Manjhi Institute of Labour & Employment Studies (DMILES) Mandate, Academic Support and Advisory Services on Labour & Migrant Welfare Initiatives.

1. Background

The Dashrath Manjhi Institute of Labour & Employment Studies (DMILES) is the autonomous academic and training wing of the DMILES, Labour Resources and Migrant Workers Welfare Department, Government of Bihar. DMILES is mandated to:

- Provide specialized training to **Government Officials (Labour Superintendents, LEOs), Social Partners (Trade Unions/Associations), and Workers.**
- Conduct evidence-based research on **Labour Laws, Unorganized Sector issues, and Employment Policy.**
- Facilitate policy dialogue on Decent Work and Social Security.

The Department seeks to hire a professional **Consultant Agency** to provide technical and management support to strengthen DMILES's academic rigor and to act as a policy advisor for the state's **Migrant Worker Welfare Schemes.**

2. Objectives

The Consultant Agency will be responsible for:

1. **Capacity Building:** Transforming DMILES into a premier think-tank and training hub that enhances the capability of labour administrators and stakeholders to implement labour laws and welfare schemes effectively & create progressive transformation in the labour ecosystem.
2. **Migrant Welfare Advisory:** Providing high-level policy advisory and implementation support for schemes dedicated to the welfare of Bihar's migrant workforce.

3. Scope of Work (Deliverables integrated)

The Agency is expected to deploy experts to execute the following functions on a continuous basis:

A. Academic, Research & Training Management (DMILES)

- **Research & Policy Advocacy:**
 - Facilitate/Commission research studies on emerging labour issues (e.g., Gig Workers in Bihar, Minimum Wage impact).
 - Publish "Labour Market Gazettes" or Policy Briefs to assist the Department in decision-making.
- **Training Framework for Officials & Stakeholders:**
 - Design and implement an Annual Training Calendar for **Labour Department Officials** (Labour Superintendents, LEOs) focusing on the **4 New Labour Codes**, Industrial Relations, and Quasi-Judicial proceedings.
 - Develop specialized training modules for **Trade Unions and Unorganized Sector Representatives** on collective bargaining, social dialogue, and worker rights.

2

• **Curriculum & Knowledge Products:**

- Develop high-quality training manuals and case studies relevant to the Bihar context (e.g., Brick Kilns, Agriculture Labour, Migrant Workers).
- Collaborate with national bodies (VVGNLI, ILO, NITI Aayog) to bring best practices and guest faculty to DMILES.

B. Advisory on Migrant Worker Welfare

• **Scheme Rationalization & Design:**

- Review the efficacy of existing migrant welfare schemes and suggest process re-engineering to improve access.
- Draft operational guidelines/SOPs for new welfare initiatives (e.g., Legal Aid for Migrants, Insurance coverage).

• **Migration Data & Strategy:**

- Establish a mechanism to analyze migration flows and labour demand in destination states.
- Design "Pre-Departure Orientation" frameworks to ensure safe migration.

C. Quality Assurance & Institutional Development:

- Develop SOPs for the administrative and academic functioning of the Institute.
- Establish a Monitoring & Evaluation (M&E) framework to assess the impact of training programs on the performance of officials.

4. Key Personnel & Qualifications

The Agency must deploy the following Core Team at DMILES (Patna) for the project duration.

Sl No.	Position	No.	Minimum Qualification & Experience	Role in Project (but not limited to)
1	Team Leader (Institutional Development Expert)	1	Qual: MBA or PG in Public Policy or Human Resource or Governance. Exp: 10+ years in Govt. Advisory or managing institutions.	Strategic leadership; Liaison with Director General and Director of DMILES.
2	Research & Public Policy Specialist	1	Qual: PG in Public Policy or Public Administration or Development Studies or Economics, or International Relations Exp: 7+ years in Policy Research, Data Analysis, and Documentation.	Managing research studies; Preparing Policy Briefs and Training Manuals.
3	Labour Law & Training Specialist	1	Qual: MA in Labour Law or Social Security Law or PG in Industrial Relations or Labour & Social Welfare. Exp: 7+ years in Legal Training or Capacity Building of Officials or Labour Research.	Designing training modules on Labour laws; Training of officials; Coordinating with VVGNLI.
4	Migrant Policy & Welfare Expert	1	Qual: PG in Social Work or Rural development or Development and Labour Studies.	Advisory on Migrant Schemes; Data analysis of migration trends.

			Exp: 7+ years in Migration issues, Social Security, or Labour Welfare schemes.	
5	Procurement and Finance Expert	1	Qual: MBA (Finance) or M.Com. or CA Exp: 5+ years in Govt. Procurement (GeM/e-procurement), GFR/BFR compliance, and Project Finance management.	Managing tenders/RFPs; Financial planning & budgeting for DMILES; Ensuring audit compliance.
6	MIS Expert	1	Qual: MBA/B. Tech (circuitual branches) / MCA / PG in Statistics or Data Science. Exp: 5+ years in designing MIS dashboards, Database Management, and Data Analytics.	Developing training databases; Creating Dashboards for Migrant Scheme monitoring; Data visualization.

Note:

- Selected Agency will not be allowed to replace the CV without prior approval of Director, DMILES after award of contract. The selected bidder cannot change the Key Experts except in case of resignation, medical incapacity or death or reasons beyond the control of the selected bidder or for any other reasons to the satisfaction of Director, DMILES. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications.
- The Personal/Experts have to be full-time on this project and will be stationed at DMILES. DMILES will provide the office space to the experts.
- If the Client i.e., DMILES finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Project Management Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

5. Duration of Contract

- **The duration of the contract shall be for 02 (Two) Years from the date of signing the contract.**
- The contract is **extendable for up to 03 (Three) years**, based on satisfactory **yearly performance** and mutual consent.

6. Payment Terms (Time-Based)

- **Monthly Payments** based on the deployment of the team and submission of a **Monthly Activity Report** approved by the Director, DMILES.

7. Reporting & Governance

- **Nodal Agency:** Labour Resources and Migrant Workers Welfare Department.
- **Implementing Institution:** DMILES.
- The Agency reports to the **Director, DMILES** and the **Secretary, Labour Resources and Migrant Workers Welfare Department.**