

Invitation to EOI

EOI Reference No: JBOCWVB/TSP/2024

Date: 11-01-2025

Invitation for Expression of Interest to Empanel
Training Service Provider to Provide Skill Training for
JBOCWW Board Registered Workers and Dependents



Issued By:

**JHARKHAND BUILDING AND OTHER CONSTRUCTION
WORKERS WELFARE BOARD**

Shram Bhawan, Doranda Bazar Road, Beside ASOKA HOTEL,
Doranda Bazar, Doranda, Ranchi, Jharkhand 834002

Email: bocjhr@gmail.com

Notice Inviting Expression of Interest

EOI Reference No: JBOCW WB/TSP/2025

JBOCWW Board invites Expression of Interest for Empanelment of Training Service Providers under Skill development Program me for Registered Construction workers of Jharkhand Building and Other Construction Workers' Welfare Board and Their Dependents above 18 years in various districts of Jharkhand from registered, experienced and willing agencies.

Table: Key Events and Dates		
Sr. No	Subject	Date, Time and Details
1.	Name of the issuer of this tender	Jharkhand Building And Other Construction Workers Welfare Board
2.	EOI Advertising Date	11/01/2025, 04.00 PM
3.	Last date of receiving pre-bid queries through mail	15/01/2025, 06.00 PM, In-Person Pre-bid meeting will be held at Shram Bhawan, Doranda Bazar Road, Beside ASOKA HOTEL, Doranda Bazar, Doranda, Ranchi, Jharkhand-834002
4.	Pre-Bid Meeting	16/01/2025, 12.30PM
5.	Last Date for Submission of Bids (Only Online)	22/01/2025, 06.00 PM
6.	Bid Opening Date	24/01/2025, 11.00 AM
7.	Address of Communication	Shram Bhawan, Doranda Bazar Road, Beside ASOKA HOTEL, Doranda Bazar, Doranda, Ranchi, Jharkhand-834002, Email: bocjhr@gmail.com
8.	Tender Fee	Rs 10,000/- (Rs. Ten thousand only) (Non-Refundable)
9.	Earnest Money Deposit (EMD)	Rs. 20,00,000 (Rupees Twenty Lakhs Only) (Refundable)
10.	Validity of Proposal	Proposals must remain valid for 180 days after the submission date
11.	Bid Submission	Online through e-procurement portal https://jharkhandtenders.gov.in/nicgep/app

Details of EOI will be available on <https://jharkhandtenders.gov.in/nicgep/app>. Interested agencies are requested to visit <https://jharkhandtenders.gov.in/nicgep/app> for participating in the e- tender. JBOCWW board reserves the right to accept or reject any or all tenders without assigning any reason

Sd/-
Chairman cum Labour Commissioner
Jharkhand Building and Other Construction
Workers Welfare Board

Table of Contents

Notice Inviting Expression of Interest.....	2
1. Glossary of Terms.....	6
2. Abbreviations	7
3. Other Important Information Related to Proposal Submission.....	8
4. Introduction & Background.....	8
6.7 Authority issuing Invitation for EOI.....	8
6.8 Project Description	9
6.9 Invitation for Proposal for Expression of Interest (EOI).....	9
5. Instruction to Bidder	10
6.10 General	10
6.11 Compliant Bids/Completeness of Response.....	10
6.12 Bidder to Inform	10
6.13 Bid Preparation Cost	11
6.14 Pre-Bid Meeting & Clarification	11
6.15 Tender Fee	11
6.16 Earnest Money Deposit (EMD)	12
6.17 Bid Validity Period	12
6.18 Language	12
6.19 Authentication of Bids.....	12
6.20 Amendment of Request for Proposal	12
6.21 Deviations and Exclusions	13
6.22 Late Bid	13
6.23 Right to Terminate the Process	13
6.24 Non-Conforming bids	13
6.25 Acceptance/Rejection of Bids	13
6.26 Confidentiality	13
6.27 Disqualification.....	14
6.28 Fraud and Corrupt Practices.....	14
6.29 Conflict of Interest.....	15
6.30 Withdrawal, Substitution, and Modification of Bids	16
6. SELECTION PROCESS FOR BIDDER.....	16
6.1 Opening of Bids	16
6.2 Preliminary Examination of Bids	16
6.3 Clarification on Bids.....	16
6.4 Evaluation Process	16
6.5 Technical Evaluation	17
7. Scope of Work.....	17
8. Time Schedule	19
9. Payment Structure	19

10. Payment Terms and Invoicing..... 19

11. Service Level Agreement.....20

12. EOI Evaluation 21

 12.1 Pre-Qualification Criteria..... 21

 12.2 Evaluation Framework 22

13. Notification of Award25

14. Signing of Contract..... 25

15. Empanelment of Agencies 25

16. Performance Bank Guarantee (PBG)26

17. Applicable Law and Jurisdiction26

18. Annexure/Forms 27

DISCLAIMER

The information contained in this Expression of Interest document (“EOI”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Building and Other Construction Workers Welfare Board, Jharkhand (hereinafter referred to as the BOCW Board/ Authority) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this EOI. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI.

The assumptions, assessments, statements, and information contained in this EOI, 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 EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidders may be on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.

The Authority, 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 EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this EOI. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that the Authority is bound to select a bidder or to appoint the selected bidder, as the case may be, for the mentioned services and the authority reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.

1. Glossary of Terms

Sr. No	Term	Meaning
1.	Bidder	The Bidder should be Training Service Providers who are entities working and involved in Skill Training.
2.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / Bidder by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
3.	Contract	The EOI and all Annexures thereto, the Agreement entered into between the selected Bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexures thereto and the agreed terms as set out in the EOI, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
4.	Contract Value	The price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.
5.	Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date (the “Effective Date”) of the Purchaser’s notice to the Bidder instructing to begin carrying out the activities.
6.	JBOCWW Board	Jharkhand Building and other Construction Workers Welfare Board.
7.	Non-compliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement

Sr. No	Term	Meaning
8.	Parties	The Purchaser, the Bidder, and “Party” means either Of the Parties.
9.	Proposal	Response or offer submitted by Bidders for this e-EOI
10.	Purchaser	Jharkhand Building and other Construction Workers Welfare Board (JBOCWW).
11.	Selected Points	Locations where training camps shall be arranged across State
12.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by JBOCWW Board
13.	Empanelled Agency/ Training Service Provider	This shall mean the successful Bidder whose EOI has been accepted, and who has been authorized to proceed with the Work.

2. Abbreviations

Sr. No	Term	Meaning
1.	ALC	Assistant Labour Commissioner
2.	LS	Labour Superintendent
3.	DBT	Direct Benefit Transfer
4.	EMD	Earnest Money Deposit
5.	EOI	Expression of Interest
6.	GoJ	Government of Jharkhand
7.	NSDC	National Skill Development Corporation
8.	NSQF	National Skill Qualification Framework
9.	PBG	Performance Bank Guarantee
10.	PQ	Pre-Qualification
11.	PSU	Public Sector Unit
12.	RPL	Recognition of Prior Learning
13.	Secretary	Secretary of JBOCWW Board
14.	SLA	Service Level Agreement
15.	SOW	Scope of Work
16.	SSC	Sector Skill Councils

3. Other Important Information Related to Proposal Submission

Table: Other Information		
Sr. No	Item	Description
1.	Earnest Money Deposit (EMD)	Rs. 20,00,000 (Rupees Twenty Lakhs Only) (Refundable).
2.	EOI Fee	Cost of Tender Document- Rs 10,000/- (Rs. Ten thousand only) (Non-Refundable)
3.	Proposal Validity Period	Proposals must remain valid 180 days after the submission date.
4.	Performance Bank Guarantee value	5% of contract value from a Nationalized Bank And must be valid for the contract period and 180 days beyond the contract period.
5.	Contract Period	Total Empanelment Duration / Period shall be of 3 years from date of Signing of Contract. Empanelment Period may be extended with mutual consent between JBOCWW Board and Empanelled Agency as per project requirements.
6	Qualified vendors will be empanelled	A maximum of four (4) vendors meeting all the criteria outlined in this RFP will be empanelled.

4. Introduction & Background

6.7 Authority issuing Invitation for EOI

Jharkhand Building and Other Construction Workers Welfare (JBOCWW) Board invite Expression of Interest for “Empanelment of Training Service Providers under Skill development Programme for Registered Construction workers of Jharkhand Building and Other Construction Workers’ Welfare Board and Their Dependents above 18 years”.

The Government of India enacted Act 27 of 1996 on 19th August 1996, named the Building and Other Construction Workers (Regulation of Employment & Conditions

of Service) Act, 1996 to provide for construction workers, their safety, health and welfare measures and for other matter connected therewith or incidental thereto. The Government of Jharkhand has framed the Rules viz. The Jharkhand Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Rules, 2006 vide Notification dated 8th August 2007 & a Board as stipulated under section 18 of the Act has been constituted on 7th July 2008, the Jharkhand Building and Other Construction Workers' Welfare Board (JBOCWW), hereinafter referred to as "Board".

6.8 Project Description

The Jharkhand Building and Other Construction Workers Welfare Board, deals with the welfare of BOCW workers in Jharkhand. The BOCW workers are the most vulnerable segment of the labour work force. Most of the BOCW workers have migrated from different regions and states leaving their native villages in search of daily job.

This initiative aims to enhance the employability and livelihood opportunities of registered construction workers and their dependents above 18 years. The program me focuses on offering industry-relevant training aligned with recognized standards to equip beneficiaries with practical skills for better job prospects. Eligible TSPs are expected to deliver high-quality training in various trades, ensuring measurable outcomes and compliance with the welfare board's objectives to promote sustainable economic empowerment.

6.9 Invitation for Proposal for Expression of Interest (EOI)

Jharkhand Building and Other Construction Workers Welfare (JBOCWW) Board invites Expression of Interest for "Empanelment of Training Service Providers under Skill development Programme for Registered Construction workers of Jharkhand Building and Other Construction Workers' Welfare Board and Their Dependents above 18 years".

Bidders are advised to study this EOI document carefully before submitting their proposals in response to the EOI Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete EOI document has been published on <https://jharkhandtenders.gov.in/nicgep/app> for the purpose of downloading. The downloaded EOI document shall be considered valid for participation in the electronic EOI process subject to the submission of required EOI document fee and EMD.

Bidders or authorized signatory of the Bidders shall submit their proposal online in electronic formats for qualification. However, EOI Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the EOI. JBOCWW Board shall not be responsible for delay in online submission by Bidder due to any reason. For this, Bidders are requested to upload the complete EOI proposal well in

advance to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

A Pre-Bid meeting is scheduled for [Date: DD.MM.2024] at [Time: HH:MM PM], to be conducted in person. Participants are encouraged to share suggestions or raise any queries related to the e-Tender during this session. The minutes of the Pre-Bid meeting will be published online, if needed be. JBOCWW Board is not bound to furnish any answers thereafter. All the terms and conditions mentioned in the EOI are binding on Bidders.

5. Instruction to Bidder

6.10 General

While every effort has been made to provide comprehensive and accurate background information, requirements, and envisaged specifications, Bidders must form their own conclusions about the specifications needed to meet the board requirements. Bidders and recipients of this EOI may wish to consult their legal advisers about this EOI.

All information supplied by Bidders as part of their bids in response to this EOI may be treated as contractually binding on the Bidders, on the successful award of the assignment by the board based on this EOI.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of board. Any notification of preferred bidder status by board shall not give rise to any enforceable rights by the Bidder. Board may cancel this empanelment at any time before a formal written contract is executed by or on behalf of board. The board may, at its discretion, extend this deadline for submission of bids by issuing a corrigendum. Online bid submission is mandatory.

6.11 Compliant Bids/Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI document with the full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:

- Include all documentation specified in this EOI, in the bid.
- Follow the format of this EOI while developing the bid and respond to each element in the order as set out in this EOI.
- Comply with all requirements as set out within this EOI.

6.12 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this EOI. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set

forth the particulars thereof and submit them to board in writing so that such doubt may be removed, or clarifications are provided.

In case of any ambiguity in the interpretation of any of the clauses in EOI Document or the Contract Document, the bidding Authority's interpretation of the clauses shall be final and binding on all parties.

6.13 Bid Preparation Cost

The Bidder shall bear all costs associated with the preparation and submission of its bid, for clarification of the bid.

6.14 Pre-Bid Meeting & Clarification

Any clarification regarding the EOI document and any other information related to this project can be submitted to board as per the online submission mode and timelines mentioned in the Bidding Schedule by the bidders. The pre-bid queries should be submitted in MS excel sheet format, along with the name and details of the organization submitting the queries.

Board shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by the board. Bidders must submit their queries as per the format provided in the EOI.

Board will organize a pre-bid conference in physical mode. Board shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries. Board shall endeavor to provide timely responses to all queries. However, Board make no representation or warranty as to the completeness or accuracy of any response made in good faith. Board do not undertake to answer all the queries that have been posted by the bidders.

Any modifications of the EOI Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by the board exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this EOI. However, in case of any such amendment, the bid submission date may be extended at the sole discretion of board.

Any corrigendum/notification issued by the board, after the issue of EOI, shall only be available /hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this EOI.

6.15 Tender Fee

The Bidder need to submit a Tender fee of INR 10,000/- (Ten thousand only), the bidder may also download the EOI documents from the website of eProcurement Jharkhand. Proposals received without or with inadequate tender fees shall be rejected.

Note:- Tender Fee and EMD will be received through online mode only. Bidders can use internet Banking facility for faster processing of tender fee and EMD. Alternatively, Bidders can use NEFT/RTGS challan generated for the tender from Jharkhandtenders.gov.in portal.

Refund will only be issued to the originated Bank account used for the payment of Tender Fee and EMD. So, Bidders are advised NOT to close Bank Account used for online payment/ (NEFT/RTGS) of tender fee and EMD, NO Hardcopy/Physical Copy is required to be submitted for tender

opening/Evaluation. However Board may ask original documents for verification before award of contract.

6.16 Earnest Money Deposit (EMD)

- I. Bidders shall pay an EMD of Rs. 20, 00,000/- (Twenty lakhs only)
- II. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- III. Proposals not accompany with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- IV. The EMD may be forfeited in the event of:
 - A Bidder withdrawing its bid during the period of bid validity
 - A successful Bidder fails to sign the subsequent contract in accordance with this EOI
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this EOI
 - A Proposal contains deviations (except when provided in conformity with the EOI) conditional offers and partial offers.

6.17 Bid Validity Period

The bid shall remain valid for the period mentioned in the Fact Sheet. The bidder shall be required to extend the bid validity period if requested by the Board to do so. Accordingly, the bid security shall also be extended by the bidder for such a period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case, the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to ensure that the bid remains secured for a correspondingly longer period.

6.18 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in the English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

6.19 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Bids. The bid should be accompanied by authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney / Board resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

6.20 Amendment of Request for Proposal

At any time before the due date for submission of bid, Board may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder(s), modify the EOI document by amendments. Such amendments shall be uploaded on the website URL mentioned in the fact sheet, through corrigendum and shall form an integral part of the EOI document. The relevant clauses of the EOI document shall be treated as amended accordingly. It shall be the responsibility of the prospective bidder(s) to check the websites

<https://jharkhandtenders.gov.in/nicgep/app> website from time to time for any amendment in the EOI document. In case of failure to get the amendments, if any, Board shall not be responsible. To allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Board, at its sole discretion, may extend the deadline for submission of bids that would be uploaded on the website.

6.21 Deviations and Exclusions

Bids shall be submitted strictly by the requirements and terms & conditions of the EOI. The bids with deviation(s) to the clauses/ outlined scope mentioned in the EOI are liable for rejection.

6.22 Late Bid

Late submission will not be entertained.

- The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- Board shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end.
- Board reserves the right to modify and amend any of the stipulated conditions/criteria mentioned in this EOI.

6.23 Right to Terminate the Process

Board may terminate the EOI process at any time and without assigning any reason. Board makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by the board.

6.24 Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- If it does not comply with the requirements of this EOI.
- If a bid does not follow the format requested in this EOI or does not appear to address the requirements of the solution.

6.25 Acceptance/Rejection of Bids

Board reserves the right to reject in full or part, any, or all bids without assigning any reason thereof. Board reserves the right to assess the Bidder's capabilities and capacity. The decision of Board shall be final and binding. The bid should be free of overwriting. All erasures, corrections, or addition must be written both in words and figures and attested. In the event of any assumptions, presumption, key points of discussion, recommendation, or any points of similar nature submitted along with the Bid, Board reserve the right to reject the Bid and forfeit the EMD.

6.26 Confidentiality

As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the

express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for this tender and shall not be disclosed to any third party for any reason whatsoever.

At all times of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of these tender and such rules, policies, standards, guidelines, and procedures by its employees or agents. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract Agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality shall be applicable for the entire contract period.

6.27 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case the bidder fails to meet the bidding requirements as indicated in this EOI:

- The bidder's bid is conditional and has deviations from the terms and conditions of the EOI.
- The bid is received in incomplete form.
- The bid is not accompanied by all the requisite documents. Information submitted in the technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or the tenure of the contract including the extension period if any.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case anyone partly submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified.
- If any of the Bidders is also a partner in any other bid, then all the affected bids shall be disqualified.

6.28 Fraud and Corrupt Practices

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 EOI, Board shall reject a Bid 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, Board shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the EMD or PBG as mutually agreed with genuine pre-estimated compensation and damages payable to Board for, inter alia, time, cost, and effort of Board, regarding the EOI, including consideration and evaluation of such Bidder's Bid.

Without prejudice to the rights of Board under Clause above and the rights and remedies which Board may have under the LOI or the Agreement, if a Bidder is

found by Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or EOI issued by Board for 3 years from the date such Bidder is found by Board to have directly or through an agent, engaged or indulged in any Prohibited Practices.

For this section, the following terms shall have the meaning hereinafter respectively assigned to them:

“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 Board who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI 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 Board, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Board in relation to any matter concerning the Project;

- “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process.
- “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
- “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Board to canvass, lobby 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 to restrict or manipulate a full and fair competition in the Selection Process.

6.29 Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Board shall forfeit and appropriate the EMD, if available, as mutually agreed with genuine pre-estimated compensation and damages payable to the Board for, inter alia, the time, cost, and effort of the Board including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise.

The Board requires that the bidder provides solutions that at all times hold Boards’ interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage

in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Board.

6.30 Withdrawal, Substitution, and Modification of Bids

No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the Bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security. Any alteration/ modification in the Application or additional information supplied after the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded. Bids withdrawn shall not be opened and processed further.

6. SELECTION PROCESS FOR BIDDER

6.1 Opening of Bids

The Bids shall be opened by the Board in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter to Board from the bidder firms to identify that they are representatives of the bidder firm, for attending the opening of the bid. The venue, date, and time for opening the Bids are mentioned in the Fact sheet. The date and time for the opening of the technical bid are specified in the bidding schedule.

6.2 Preliminary Examination of Bids

Board shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the EOI, shall be rejected by the Board and shall not be included for further consideration. Initial Bid scrutiny shall be held, and bids will be treated as non-responsive if bids are:

- Not submitted in the format as specified in the EOI document.
- Received without the Letter of Authorization.
- Found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.
- Submitted without the documents requested.
- Non-compliant to any of the clauses mentioned in the EOI.
- With a lesser validity period

6.3 Clarification on Bids

During the bid evaluation, Board may, at its discretion, ask the Bidder for any clarification(s) of 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.

6.4 Evaluation Process

Board shall constitute a Tender Evaluation Committee under the guidance of, Labour Commissioner cum Chairman of Board to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the EOI and all supporting documents/documentary evidence. Inability to submit required

supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentations with the Bidders to seek clarifications or conformation on their bids. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this EOI.

6.5 Technical Evaluation

Board shall validate the “Tender fee & Earnest Money Deposit (EMD)” . If the contents are as per requirements, Board shall open the “Technical Qualification Bid” . Each of the Technical Qualification conditions mentioned in this EOI is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

7. Scope of Work

This EOI is for Empanelment of Training Service Provider (TSP) for providing training of JBOCWW Registered Construction Workers and their dependent.

- TSP shall be responsible to carry out end to end Training, Assessment via Assessment Agency and Certification of the registered workers and their dependent of the JBOCWW board as per requirements and instructions of JBOCWW, applicable from time to time.
- Based on the request letters received by Government Labour Officers from registered workers of JBOCWW board, the list of eligible registered workers to whom the Training to be provided will be prepared as per approval of the concerned officer.
- The concerned Government Labour Officer/officials authorized by JBOCWW board shall act as authorized Nodal officer at each district. TSP shall be responsible to coordinate with the authorized nodal officer of JBOCWW during Training.
- TSP shall adhere to Standard Operating Procedure (SOP) issued by JBOCWW Board.
- The training program shall be conducted as per the social distancing and hygiene Guidelines / Standard Operating Procedures (SOP) issued by Ministry of Health and Family Welfare (MoHFW) and Ministry of Home Affairs (MHA).
- TSP shall provide training to registered worker & their dependent of JBOCWW Board and ensures to collect the required documents as per the JBOCWW Board with details to whom the Training is provided.
- TSP shall collect the signature of the registered worker & their dependent alongwith signature of the authorized nodal officer of JBOCWW board. Thereafter, the TSP shall submit such reports / Attendance to the concerned officers/officials at regional level.
- TSP shall prepare Project Inception Report based on training requirements and locations shared by JBOCWW board.
- TSP shall co-ordinate with JBOCWW board and NSDC/SSC for finalization of Third Party Assessment Agency.
- Overall Structure for TSP, Assessment and Certification shall be as per NSDC guidelines as mentioned below:

- Step 1: Mobilization
- Step 2: Pre-Screening and Counseling
- Step 3: Orientation and Training
- Step 4: Final Assessment
- Step 5: Certification and Pay out
- TSP shall conduct Orientation and training as required for skilling, Details about training hours and NSQF aligned trade/courses-related information will be provided after the bidders have been empanelled.
- Assessment and Certification shall be done by Third Party Assessment Agency finalized by JBOCWW board.
- TSP shall coordinate with Third Party Assessment Agency and responsible for timely conduct of Training Final Assessment and end-to-end operations regarding Assessment.
- Certification shall be issued only for candidates who have successfully completed Final Assessment.
- TSP shall arrange and conduct Training camps across locations as per schedule and timelines directed by the JBOCWW Board.
- TSP shall provide sufficient manpower, trained faculty and trainers to conduct Training camps across locations.
- TSP shall also provide computer/laptop, printer, camera and internet connectivity at each camp sites, required to conduct Training camps.
- TSP shall work as per the directions of the Nodal Officer or representative of the JBOCWW Board.
- TSP shall conduct survey and identify Construction Sites across Districts as notified by JBOCWW board.
- TSP shall submit survey report with minimum following information:
 - Address of the Construction Site (in case of registered workers)
 - Name and contact details of the Employer
 - No. of construction workers (Registered/Unregistered)
 - Application forms signed by individual construction worker & dependent
- TSP shall obtain Undertaking from employer/contractor/authorized representative of the establishment stating the details of the registered construction workers wish to avail the training. The format of the undertaking shall be as approved by JBOCWW board.
- Construction sites and workers gathering sites identified by TSP shall be put up for approval by JBOCWW board.
- Nodal officers authorized by JBOCWW board may physically visit and inspect the construction sites and workers gathering sites identified by TSP before approval.
- JBOCWW board reserves the right to accept or reject the construction sites and workers gathering sites identified by TSP. Only on approval of JBOCWW board, TSP shall begin Training Program at the approved Construction and workers gathering sites or location approved by the board.
- TSP shall create Training Batch providing details as below
 - Location of Training
 - Details of Registered Workers & dependent (Name, Registration ID, Aadhar Number, Mobile Number, etc.)
 - Trade for which Training is being held
 - Date and Time for Training
- JBOCWW board reserves the right to accept or reject the training batch

created by TSP. Only on approval of JBOCWW board, TSP shall begin Training Program at the approved Construction and workers gathering sites or location approved by the board.

- TSP shall collect the signature of the JBOCWW Beneficiary & Dependent along with signature of the authorized nodal officer of JBOCWW board on the written receipt for training provided to them. Thereafter, the TSP shall submit such receipts to the concerned officers/officials at regional level.
- TSP shall capture and store geo tagged and time stamped photo of the beneficiary receiving training and maintain daily attendance of all candidates. TSP shall verify the authenticity of the beneficiary by using Aadhar based authentication systems.
- The receipt format shall be provided by JBOCWW board at the time of issue of work order to the TSP.
- TSP shall make its own arrangement for storage of the infrastructure required to conduct Training Program.
- TSP shall facilitate Registration/Renewal/Claim Application of Construction Workers by helping them to fill up / edit online application forms along with online submission of required documents.
- JBOCWW Board shall provide Wage Loss allowance (as per minimum wages act & rule) per Hour per candidate through Direct Benefit Transfer (DBT) only to the registered Construction Workers of the Board for the training program who have successfully completed certification.

8. Time Schedule

Milestone	Period
Submission of Training Batch details and Location details for Districts as notified by JBOCWW board.	Within 60 days from notification of Districts by JBOCWW board
Completion of Training Program for Batch and Location as approved by JBOCWW board.	Within 300 days from approval of Batch and Location by JBOCWW board.
Submission of Receipts duly signed by BOCW Beneficiary and their dependent for receipt of Training and authenticated by Nodal officers authorized by JBOCWW board.	Within 30 days from the date of Training.

9. Payment Structure

Training and Assessment Costs: The training fee per candidate, along with the post-training assessment cost per candidate, will be provided in accordance with the guidelines set forth by the Ministry of Skill Development and Entrepreneurship Notification.

Meal Provisions: Meals will be supplied to candidates throughout the training period. The associated costs will be covered based on the rates established by the JBOCWW Board.

10. Payment Terms and Invoicing

- The Payment (inclusive of Training Cost and Post Training Assessment Cost) shall be done to TSP on monthly basis, on number of Successful Certified Candidates for Training Program carried out by the TSP.
- The TSP shall submit monthly invoices to the JBOCWW board along with the Receipts duly signed by BOCW Beneficiary and their dependent for receipt of Training which are approved by District officers nominated by JBOCWW

board. Receipts approved by District Officers shall be submitted to District/Divisional Officer for recommendation of release of payments along with the Payment Recommendation Certificate approved by concerned Labour Superintendent/ Deputy Labour Commissioner.

- The payment certificate format shall be as per the approval of JBOCWW board.
- JBOCWW board shall be entitled to withhold payment of any invoice or part of it delivered by the TSP where the board disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the EOI. Any exercise by the Board under this section shall not entitle the agency to delay or withhold Conducting Training and other activity of Registered JBOCWW construction workers & their dependent.
- Taxes shall be paid as per actual. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.
- All payments agreed to be made by JBOCWW board to the TSP shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The TSP shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

11. Service Level Agreement

Sr. No.	Services	Parameter	Penalty
1	Submission of Training Batch details and Location details for Districts as notified by JBOCWW board	Within 60 days from notification of Districts by JBOCWW board	A sum equivalent to half percent of the price of the undelivered service at the stipulated rate for each week.
2	Completion of Training Program for Batch and Location as approved by JBOCWW board	Within 300 days from approval of Batch and Location by JBOCWW board	A sum equivalent to half percent of the price of the undelivered service at the stipulated rate for each week.
3	Submission of Receipts duly signed by BOCW Beneficiary and their dependent for receipt of Training and authenticated by Nodal officers authorized by JBOCWW board.	Within 30 days from the date of Training	A sum equivalent to half percent of the price of the undelivered service at the stipulated rate for each week.

- The Penalty shall be calculated on a monthly basis will be deducted from monthly bill.
- All above mentioned penalties are exclusive to each other.
- All payments shall be released after deduction of applicable penalties.
- If the penalty deducted is over 5% of total monthly payment for 3 consecutive

months or over 5% of total contract value, JBOCWW Board may invoke breach and terminate the contract. The decision of the JBOCWW Board in this regard shall be final and binding on the TSP, the JBOCWW Board will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- JBOCWW Board may issue a show cause notice to the TSP
- TSP should reply to the notice within three working days. If the JBOCWW Board is not satisfied with the reply, JBOCWW Board will initiate termination process.

12. EOI Evaluation

12.1 Pre-Qualification Criteria

Sr. No.	Pre-Qualification Criteria	Documents to be Submitted
1	<p>The Bidder shall be Company incorporated /registered in India under Companies Act 1956/2013, / proprietorship/ partnership firm/ Limited Liability Partnership (LLP)/Society Registration Act/ Indian Trust Act and Should have been in operation in India for a minimum of five years as on 31.03.2024.</p> <p>The Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes.</p> <p>*** Consortium & Joint Ventures are not allowed.</p>	<ul style="list-style-type: none"> • Relevant Copy of certificate of Incorporation/ Registration and • GST Registration certificate, PAN Card
2	<p>The Bidder shall have an average annual turnover of INR 10 crores or more over the last three (3) Financial Years (i.e., FY 2021-22, FY 2022-23, & FY 2023-24) From the similar kind of services.</p>	<ul style="list-style-type: none"> • Audited financial statements for each relevant FY, and • Statutory auditor's/CA certificate clearly specifies the annual turnover for each relevant FY with valid UDIN for the mentioned criteria.
3	<p>The bidder should have positive net worth in each of last (3) Financial Years (i.e., FY 2021-22, FY 2022-23, & FY 2023-24.</p>	<ul style="list-style-type: none"> • Statutory auditor's/CA certificate clearly specifies the net worth for each relevant FY with valid UDIN for the mentioned criteria
4	<p>The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs of NSQF aligned courses for at least 2,000 candidates in one project in any Government Organizations/PSU in India in the last 5 years as on 31st March, 2024.</p>	<p>Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the quantity and duration of the contract.</p>

Sr. No.	Pre-Qualification Criteria	Documents to be Submitted
5	Bidder shall have minimum 20 (twenty) SSC certified trainers on role.	Details of on-role trainers on bidder letterhead signed and stamped by the Authorized Signatory of the Bidder.
6	The Bidder must have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.
7	The bidder must possess valid accreditation or hold a direct contract with the NSDC, or any Central or State Government organization engaged in skill training to deliver vocational training programs (VTP).	Copy of valid certificates, from Accrediting Organization, signed and stamped by the Authorized Signatory of the Bidder.
8	The Bidder should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any Government / PSU in India as on date of submission of the Bid.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder
9	Power of Attorney to be on non-judicial stamp paper of appropriate value	Copy of valid Power of Attorney or authorization letters.

Note: If ISO 9001 certificate is currently under issuance / renewal, same can be considered eligible only if the respective certification application for issuance / renewal is under process before date of issue of this EOI. The Bidder needs to submit the supporting document clearly indicating documents related to issuance/renewal along with certificate from the appointed certifying authority that the certification issuance / renewal is under process. The Bidder shall be required to submit valid certificate before award of contract.

12.2 Evaluation Framework

#	Criteria	Evaluation Parameter	Max. Marks	Document Required
1	The Bidder shall have an average annual turnover of INR 10 crores or more over the last three (3) Financial Years (i.e., FY 2021-22, FY 2022-23, & FY 2023-24) From the similar kind of services.	Minimum average annual turnover of INR 10 crores= 5 marks ***For every 2 crore rupees of increased turnover, an additional 1 marks will be given, with a maximum limit of 10 marks achievable.	10 Marks	Audited financial statements for each relevant FY, and Statutory auditor's/ CA certificate clearly specifies the annual turnover for each relevant FY with valid UDIN for the mentioned criteria.
2	The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs of NSQF	No. of Training or Skill Development programs of NSQF aligned courses for at least 2,000 candidates. Marks shall be given as per below: 1 Project 6 Marks	10 Marks	Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the

#	Criteria	Evaluation Parameter		Max. Marks	Document Required
	aligned courses in any Government Organizations/PSU in India in the last 5 years as on 31st March, 2024	2 Project	8 Marks		quantity and duration of the contract.
		3 Projects and more projects	10 Marks		
3	The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs in any Government Organizations/PSU in India in the last 5 years as on 31st March, 2024	No. of candidates trained through different training or skill development programs, Marks shall be given as per below:		10 Marks	Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the quantity and duration of the contract.
		10000 Candidates to 15,000 Candidates	6 Marks		
		More than 15,000 Candidates to 20,000 Candidates	8 Marks		
		More than 20,000 Candidates	10 Marks		
4	The Bidder must have experience of successfully completed work of at least 1 Training or Skill Development programs of NSQF aligned courses in Government Organizations in Jharkhand in the last 5 years as on 31st March, 2024.	No. of successfully completed Training or Skill Development programs of NSQF aligned courses in Jharkhand. Marks shall be given as per below:		10 Marks	Copy of Work Order and Client Certificate for completion of work, The supporting documents shall mandatorily mention the quantity and duration of the contract.
		1 Project	6 Marks		
		2 Project	8 Marks		
		3 Projects and more projects	10 Marks		
5	The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs of NSQF	No. of Training or Skill Development programs of NSQF aligned courses for Unorganized Sector or Construction Workers, Marks shall be given as per below:		10 Marks	Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the

#	Criteria	Evaluation Parameter	Max. Marks	Document Required
	aligned courses for Unorganized Sector or Construction Workers in any Government Organizations/PSU in India in the last 5 years as on 31st March, 2024.	1 Project	6 Marks	quantity and duration of the contract.
		2 Project	8 Marks	
		3 Projects and more projects	10 Marks	
6	The Bidder must have SSC certified trainers.	Number of SSC Certified Trainers. Marks shall be given as per below: “=20 Trainers but less than 30 trainers:- 6 Marks” OR “=30 Trainers but less than 40 trainers:- 8 Marks” OR “>=40 Trainers:- 10 Marks”	10 Marks	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.
7	The Bidder must have a valid accreditation or direct contract with NSDC /SSC or any Central / State Government Organization involved in Skill Training.	Number of years of accreditation or direct contract. Marks shall be given as per below: “=1 Year but less than 2 year:- 6 Marks” OR “=2 Year but less than 3 year:- 8 Marks” OR “>=3 year:- 10 Marks”	10 Marks	
8	Presentation	Approach & Methodology	30 Marks	
Total Marks		100 Marks		

Note:

- All the scanned copies of certificates/documents attached with the EOI should be stamped and signed by authorized person of the Bidder otherwise the EOI is liable to be treated as INVALID.
- Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the EOI is liable to be treated as INVALID.
- Bidder shall produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Purchaser.
- In case Bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such Bidder shall be forfeited & necessary

legal actions shall be initiated against such Bidder.

1. Evaluation of Pre-Qualifying Criteria and Marking for Evaluation Framework shall be done as per EOI section 12, i.e. Qualification Criteria and Evaluation Framework, respectively.
2. The evaluation of the technical proposal shall be done by Board. Technical evaluation conducted by the Board shall be final and binding on all the Bidder.
3. JBOCWW board shall determine whether each proposal is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the EOI document.
4. The JBOCWW Board may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Proposal Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
5. Bidders who have qualified for all Pre-Qualification Criteria of this EOI document shall be evaluated and scored as per Evaluation Framework mentioned in Section 12.
6. Bidders must achieve a minimum score of 70% in the Evaluation Framework outlined in Section 12 to qualify in the technical evaluation process. Among the qualified bidders, the top four scoring bidders, based on their marks above the qualifying threshold, will be selected for empanelment.

13. Notification of Award

Prior to the expiration of the period of proposal validity, JBOCWW board will notify the Successful Bidder that its proposal has been accepted. The notification of award will constitute the formation of the Contract. Upon the Successful Bidders, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder.

14. Signing of Contract

At the same time as the JBOCWW board notifies the successful Bidders that its proposal has been accepted, JBOCWW board may send the Bidders the Common Pro forma for Contract with all Bidders, incorporating all agreements between the JBOCWW board and Bidders. All Bidders shall agree and abide by Common Pro forma for Contract, without any deviations.

Within 21 days of receipt of the Contract, the Successful Bidders shall sign and date the Contract and return it to JBOCWW board.

The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

15. Empanelment of Agencies

The empanelment of Agencies will be valid for a period of 3 years from the date of empanelment.

A maximum of four (4) vendors meeting all the criteria outlined in this RFP will be empanelled.

JBOCWW Board shall notify the Empanelled Agency with respect to allotment of trainee target (Numbers) for providing skill development training services, as per JBOCWW Board's requirement.

16. Performance Bank Guarantee (PBG)

Within twenty one (21) working days from the date of signing of the contract, the successful Bidder shall at his own expense submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to the Board. This Performance Bank Guarantee shall be for an amount equivalent to 5% of the total contract value. PBG shall be invoked by the Board, in the event the Bidder:

- Fails to meet the overall condition as mentioned in EOI or any changes mutually agreed between the parties,
- Fails to perform the responsibilities and obligations as set out in the EOI to the complete satisfaction of the Board as per conditions and scope mentioned in the EOI.
- Misrepresents facts/information submitted to the Board.

The performance bank guarantee shall be valid till satisfactory completion of contract as per EOI. The performance bank guarantee may be discharged /returned by the Board upon being satisfied that there has been the due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Board shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Board under the contract in the matter, the proceeds of the PBG shall be payable to the Board as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract.

In case the project is extended beyond the project schedule as mentioned in EOI, the performance bank guarantee shall be accordingly extended by the Bidder till the completion of the scope of work as mentioned in the EOI.

This Performance Bank Guarantee shall be valid for 12 months from the date of commencement of Services. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Board, Certificate shall be issued and the PBG would be returned to the Bidder.

17. Applicable Law and Jurisdiction

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof. The jurisdiction for its settlement will be that of a Court of Law having Jurisdiction at Ranchi.

18. Annexure/Forms

18.1 Form 1: Covering Letter

Date: dd/mm/yyyy

To,
Chairman cum labour Commissioner
JBOCWW Board, Shram Bhawan,
Doranda, Ranchi
Jharkhand

Reference: Expression of Interest for Empanelment of Training Service Providers under Skill development Programme for Registered Construction workers of Jharkhand Building and Other Construction Workers' Welfare Board and Their Dependents above 18 years in various districts of Jharkhand <EOI REFERENCE NUMBER> Dated <DD/MM/YYYY>

Respected Sir,

We hereby offer to provide training services to Registered JBOCWW Construction Workers and their dependents above 18 years as specified in this EOI.

In the event of acceptance of our proposal, we do hereby undertake that:

- All the services/ deliverable shall be performed strictly in accordance with the EOI documents and we agree to all the terms and conditions in the EOI including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.
- We affirm that the entire contract period of the project is 3 years. We accept to abide by payment structure as mentioned in EOI.
- We agree to abide by proposal for a period of 180 days from the last date of submission of proposal prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of the EOI and the conditions of the contract applicable to the EOI. We do hereby undertake to provision as per these terms and conditions.
- We hereby certify that the Respondent/Owner is a Director and the person signing the EOI is the constituted attorney.
- We do hereby undertake, that, until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

- Purchaser or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the technical aspects of this proposal. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this proposal or regarding our competence and standing.
- We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this EOI.
- We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- We declare that the statements made and the information provided in the duly completed proposal are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this proposal and statements made therein are not true, incomplete or incorrect, we hereby authorize JBOCWW Board to reject our proposal.

Signature of Authorized Signatory (with official seal) & Date

Name:
Designation:
Address:
Email ID:
Phone Nu:

18.2 Form 2: Technical Proposal Checklist

Sr. No.	Pre-Qualification Criteria	Documents to be Submitted	Document Submitted (Yes/No) with Page Nos
1	<p>The Bidder shall be Company incorporated /registered in India under Companies Act 1956/2013, / proprietorship/ partnership firm/ Limited Liability Partnership (LLP)/Society Registration Act/ Indian Trust Act and Should have been in operation in India for a minimum of five years as on 31.03.2024.</p> <p>The Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes.</p> <p>*** Consortium & Joint Ventures are not allowed.</p>	<ul style="list-style-type: none"> • Relevant Copy of certificate of Incorporation/ Registration and • GST Registration certificate, PAN Card 	
2	<p>The Bidder shall have an average annual turnover of INR 10 crores or more over the last three (3) Financial Years (i.e., FY 2021-22, FY 2022-23, & FY 2023-24) From the similar kind of services.</p>	<ul style="list-style-type: none"> • Audited financial statements for each relevant FY, and • Statutory auditor's/CA certificate clearly specifies the annual turnover for each relevant FY with valid UDIN for the mentioned criteria. 	
3	<p>The bidder should have positive net worth in each of last (3) Financial Years (i.e., FY 2021-22, FY 2022-23, & FY 2023-24).</p>	<ul style="list-style-type: none"> • Statutory auditor's/CA certificate clearly specifies the net worth for each relevant FY with valid UDIN for the mentioned criteria 	
4	<p>The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs of NSQF aligned courses for at least 2,000 candidates in one project in any</p>	<p>Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the quantity and duration of the contract.</p>	

Sr. No.	Pre-Qualification Criteria	Documents to be Submitted	Document Submitted (Yes/No) with Page Nos
	Government Organizations/PSU in India in the last 5 years as on 31st March, 2024.		
5	Bidder shall have minimum 20 (twenty) SSC certified trainers on role.	Details of on-role trainers on bidder letterhead signed and stamped by the Authorized Signatory of the Bidder.	
6	The Bidder must have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.	
7	The bidder must possess valid accreditation or hold a direct contract with the NSDC, or any Central or State Government organization engaged in skill training to deliver vocational training programs (VTP).	Copy of valid certificates, from Accrediting Organization, signed and stamped by the Authorized Signatory of the Bidder.	
8	The Bidder should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any Government / PSU in India as on date of submission of the Bid.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder	
9	Power of Attorney to be on non-judicial stamp paper of appropriate value	Copy of valid Power of Attorney or authorization letters.	

18.3 Form 3: Checklist for Evaluation Framework

#	Criteria	Evaluation Parameter	Max. Marks	Document Required	Document Submitted (Yes/No) with Page Nos						
1	The Bidder shall have an average annual turnover of INR 10 crores or more over the last three (3) Financial Years (i.e., FY 2021-22, FY 2022-23, & FY 2023-24) From the similar kind of services.	Minimum average annual turnover of INR 10 crores= 5 marks ***For every 2 crore rupees of increased turnover, an additional 1 marks will be given, with a maximum limit of 10 marks achievable.	10 Marks	Audited financial statements for each relevant FY, and Statutory auditor's/ CA certificate clearly specifies the annual turnover for each relevant FY with valid UDIN for the mentioned criteria.							
2	The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs of NSQF aligned courses in any Government Organizations/PS U in India in the last 5 years as on 31st March, 2024	No. of Training or Skill Development programs of NSQF aligned courses for at least 2,000 candidates. Marks shall be given as per below: <table border="1" data-bbox="548 1255 831 1600"> <tr> <td>1 Project</td> <td>6 Marks</td> </tr> <tr> <td>2 Project</td> <td>8 Marks</td> </tr> <tr> <td>3 Projects and more projects</td> <td>10 Marks</td> </tr> </table>	1 Project	6 Marks	2 Project	8 Marks	3 Projects and more projects	10 Marks	10 Marks	Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the quantity and duration of the contract.	
1 Project	6 Marks										
2 Project	8 Marks										
3 Projects and more projects	10 Marks										
3	The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs in any Government	No. of candidates trained through different training or skill development programs, Marks shall be given as per below: <table border="1" data-bbox="548 1843 831 1908"> <tr> <td>10000 Candidates</td> <td>6 Marks</td> </tr> </table>	10000 Candidates	6 Marks	10 Marks	Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the quantity and					
10000 Candidates	6 Marks										

#	Criteria	Evaluation Parameter	Max. Marks	Document Required	Document Submitted (Yes/No) with Page Nos						
	Organizations/PS U in India in the last 5 years as on 31st March, 2024	<table border="1"> <tr> <td>to 15,000 Candidates</td> <td></td> </tr> <tr> <td>More than 15,000 Candidates to 20,000 Candidates</td> <td>8 Marks</td> </tr> <tr> <td>More than 20,000 Candidates</td> <td>10 Marks</td> </tr> </table>	to 15,000 Candidates		More than 15,000 Candidates to 20,000 Candidates	8 Marks	More than 20,000 Candidates	10 Marks		duration of the contract.	
to 15,000 Candidates											
More than 15,000 Candidates to 20,000 Candidates	8 Marks										
More than 20,000 Candidates	10 Marks										
4	The Bidder must have experience of successfully completed work of at least 1 Training or Skill Development programs of NSQF aligned courses in Government Organizations in Jharkhand in the last 5 years as on 31st March, 2024.	<p>No. of successfully completed Training or Skill Development programs of NSQF aligned courses in Jharkhand. Marks shall be given as per below:</p> <table border="1"> <tr> <td>1 Project</td> <td>6 Marks</td> </tr> <tr> <td>2 Project</td> <td>8 Marks</td> </tr> <tr> <td>3 Projects and more projects</td> <td>10 Marks</td> </tr> </table>	1 Project	6 Marks	2 Project	8 Marks	3 Projects and more projects	10 Marks	10 Marks	Copy of Work Order and Client Certificate for completion of work, The supporting documents shall mandatorily mention the quantity and duration of the contract.	
1 Project	6 Marks										
2 Project	8 Marks										
3 Projects and more projects	10 Marks										
5	The Bidder must have experience of successfully completed work for "Conducting Training or Skill Development programs of NSQF aligned courses for Unorganized Sector or Construction Workers in any Government Organizations/PS U in India in the last 5 years as on 31st March, 2024.	<p>No. of Training or Skill Development programs of NSQF aligned courses for Unorganized Sector or Construction Workers, Marks shall be given as per below:</p> <table border="1"> <tr> <td>1 Project</td> <td>6 Marks</td> </tr> <tr> <td>2 Project</td> <td>8 Marks</td> </tr> <tr> <td>3 Projects and more projects</td> <td>10 Marks</td> </tr> </table>	1 Project	6 Marks	2 Project	8 Marks	3 Projects and more projects	10 Marks	10 Marks	Copy of Work Order and Client Certificate, The supporting documents shall mandatorily mention the quantity and duration of the contract.	
1 Project	6 Marks										
2 Project	8 Marks										
3 Projects and more projects	10 Marks										

#	Criteria	Evaluation Parameter	Max. Marks	Document Required	Document Submitted (Yes/No) with Page Nos
6	The Bidder must have SSC certified trainers.	Number of SSC Certified Trainers. Marks shall be given as per below: “=20 Trainers but less than 30 trainers:- 6 Marks” OR “=30 Trainers but less than 40 trainers:- 8 Marks” OR “>=40 Trainers:- 10 Marks”	10 Marks	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.	
7	The Bidder must have a valid accreditation or direct contract with NSDC /SSC or any Central / State Government Organization involved in Skill Training.	Number of years of accreditation or direct contract. Marks shall be given as per below: “=1 Year but less than 2 year:- 6 Marks” OR “=2 Year but less than 3 year:- 8 Marks” OR “>=3 year:- 10 Marks”	10 Marks		
8	Presentation	Approach & Methodology	30 Marks		
Total Marks		100 rks			

18.4 Form 4: General Profile of the Respondent

The Respondent should provide details of the projects executed in following format:

#	Particulars	Respondent
1	Name of the Organization	
2	Type of Organization	
3	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
4	Address of Office with Telephone Nos., Fax, E-mail and website (If available)	
5	Company Registration Details	
6	Date of Incorporation (with documentary evidence for Certificate of Incorporation)	
7	GST Registration Number (with documentary evidence)	
8	PAN NO (with documentary evidence)	
9	No. of years of Operation in India	
Signature of Authorized Signatory (with official seal) & Date		

Name :

Designation :

Address :

Telephone :

E-mail address :

18.5 Form 5: Project Details

The Respondent should provide details of the projects executed in following format:

Project Title: <i>(Attach separate sheet for each Project)</i>			
Order date			
Start Date (month/year):		End Date (month/year):	
Name of Client			
Address			
Type of Client (Central Government or State Government or Semi Government or Corporation or Government Board)			
Description of Training Provided			
Number of Candidates trained			
Project Value in INR			
Brief Description of Project:			
Referrals (Client side): Provide one referral only.			
Name			
Designation			
Role in the Project:			

Contact Number	
----------------	--

Note: Please upload the Work orders and Completion Certificates issued by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
E-mail address :

18.6 Form 6: Name and Details of the person to whom all references shall be made regarding the EOI

Name	
Designation	
Address	
Mobile No	
Telephone	
E-mail address	
Signature of Authorized Signatory (with official seal) & Date	

Name :

Designation :

Address :

Telephone :

E-mail address :