

Request for Proposal

for

Empanelment of academic Institutions/autonomous institutions and universities recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for Young and Aspiring MSMEs

Under

Raising and Accelerating MSME Performance (RAMP),
JIIDCO, Ranchi, Jharkhand.

Tender Reference No: JIIDCO/RAMP/RFP/08/2025-26

Date of Issue:08.07.2025

NOTICE INVITING TENDER

NIT NO. JIIDCO/RAMP/RFP/08/2025-26

Dated:08.07.2025

Jharkhand Industrial Infrastructure Development Corporation (JIIDCO), Government of Jharkhand invites Technical proposals from reputed and eligible Academic Institutions, autonomous institutions/bodies and universities recognized by state or central government for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training, in the state of Jharkhand under Raising and Accelerating MSME Performance (RAMP) Programme, targeting individual and group entrepreneurs, women entrepreneurs and SHG members.

This RFP document is being prepared to provide details about scope of work, expectations from the institution, bidding procedure and can be downloaded from online e-Tender Portal of Jharkhand i.e. <https://jharkhandtenders.gov.in>. The cost of the RFP document is Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred) only inclusive of 18% GST which is to be paid through NEFT, RTGS, and Net Banking in favor of the Jharkhand Industrial Infrastructure Development Corporation, Ranchi, Jharkhand.

Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications. This document provides general information about the Issuer, important dates and addresses, Scope and the overall eligibility criteria for the parties.

A pre-bid meeting shall be held on the date, time, and place mentioned in the Fact Sheet. The interested firms are requested to attend the meeting to clarify the RFP's requirements and conditions.

For further notice/corrigendum/addendum, the Bidders are advised to regularly visit the above - mentioned e-tender portal.

Issuer:

The Managing Director
Jharkhand Industrial Infrastructure Development Corporation Ltd. (JIIDCO)
(A Govt. of Jharkhand Undertaking)
5th Floor, Udyog Bhawan, DIC Campus,
Ratu Road, Ranchi, Jharkhand 834001
Phone: 0651-3512851
Email: contact@jiidco.co.in/md-office@jiidco.co.in

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Disclaimer

This Request for Proposal (RFP) document for Empanelment of Academic Institutions, autonomous institutions/bodies and universities recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training in the state of Jharkhand under Raising and Accelerating MSME Performance (RAMP) Programme (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the empanelment of Bidders. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the "Jharkhand Industrial Infrastructure Development Corporation Ltd. (JIIDCO)" (hereinafter referred to as "Client" or the "Authority") to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. "Authority" or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of 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 for any interpretation or opinion on law expressed herein.

1 Data Sheet

1	Name of the Bid	Empanelment of Academic Institutions, autonomous institutions/bodies and universities, recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training in the state of Jharkhand under Raising and Accelerating MSME Performance (RAMP) Programme
2	Time-period of contract	Till 31 st March, 2027
3	E-Tender Portal where the RFP document shall be available	Jharkhand e-tender portal: https://jharkhandtenders.gov.in
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 10,000 + 18% GST = INR 11,800 (Rupees Eleven Thousand Eight hundred) only
5	Earnest Money Deposit (EMD)	Refundable amount of Rs. 2,50,000.00 (Rupees Two Lakh Fifty Thousand) Only
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	Office of the Managing Director, Jharkhand Industrial Infrastructure Development Corporation Ltd. (JIIDCO), (A Govt. of Jharkhand undertaking) 5 th Floor, Udyog Bhawan, DIC Campus Ratu Road, Ranchi, PIN-834001, Jharkhand E mail: md-office@jiidco.co.in / contact@jiidco.co.in Contact Person & No: 1. Managing Director, 0651-3512851;
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Performance Guarantee	Performance security shall be deemed to be an amount equal to 5% of the Total contract value.
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	10.07.2025, 11.00 A.M onwards
	Last date of receiving queries	15.07.2025, 6.00 P.M
	Pre-bid meeting date and time	16.07.2025, 11.30 A.M
	Pre bid meeting venue	5th Floor, Udyog Bhawan, DIC Campus, Ratu Road, Ranchi, Jharkhand 834001 Email: contact@jiidco.co.in , md-office@jiidco.co.in Contact No- 0651-3512851 Link to join the pre bid meeting:
	Last date and time for submission of proposal	30.07.2025, 6.00 P.M
	Opening of Technical Bids	01.08.2025, 11.30 A.M
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
12	Consortium to be allowed	Not Allowed

13	Account details	<p><i>Account Name: JIIDCO, Ranchi</i></p> <p><i>Account Number: 30028026300 (Current Account)</i></p> <p><i>IFSC Code: SBIN0016090</i></p> <p><i>Bank Name: State Bank of India</i></p> <p><i>Branch Name: S.P.B. Kanke Road, Ranchi</i></p>
	<p>Note:</p> <ul style="list-style-type: none"> • JIIDCO reserves the right to change any schedule of bidding process. Please visit the JIIDCO website regularly for the same. • Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process. 	

2 Submission of Bid

2.1 Bidder Qualification

- I. The term "**Bidder**" in this RFP refers to the entity that has signed the **Bid Forms** included in both the **Technical and Financial Bids**. The bidder may be either the **Principal Officer** or a **duly Authorized Representative**, in which case a **Certificate of Authority** must be submitted. All documents, including clarifications and subsequent correspondences, must be signed by the **Authorized Representative** or the **Principal Officer**.
- II. A **written Power of Attorney** must be submitted along with Bid in the format provided as Form 11 in Annexures.
- III. A Bidder shall not have a **conflict of interest**. Any Bidder found to have a **conflict of interest** shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
 - a. directly or indirectly controls, is controlled by or is under
 - b. common control with another Bidder; or
 - a. receives or has received any direct or indirect subsidy from another Bidder; or
 - b. has the same legal representative as another Bidder; or
 - c. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
 - d. or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
 - e. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
 - f. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - g. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract;
 - or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the authority throughout the procurement process and execution of the Contract.

2.2 Instructions for Technical Bid Preparation

- i. The Technical Bid must not include any pricing information.
- ii. Bid should be **clear, concise, and complete**. Any information **not directly relevant** to this RFP should be omitted. The evaluation of the bidder's proposal will be based on **clarity** and **directness** in response to the RFP requirements.
- iii. **Excessive promotional materials or elaborate brochures** are not encouraged and may indicate a lack of cost-consciousness. The **focus** should be on the **quality** and **relevance** of the proposal.
- iv. The **Approach and Methodology** should clearly describe how the bidder will execute the required services as per the RFP. It must articulate in detail how the bidder's solution **meets the specified requirements**.
- v. **Manpower Deployment:** The selected bidder/agency must deploy personnel with **the required qualifications and sufficient experience** to deliver services as per the **Scope of Work**. The Bidder may replace manpower after award of contract with qualifications and experience equal to or better than the proposed manpower. Any change in deployed manpower should be done after prior approval of the authority.

2.3 Instructions for Financial Bid Preparation

- i. **No technical details** related to services should be included in the **Financial Bid**, unless explicitly required.
- ii. Prices must be **quoted in Indian Rupees (INR) only**.
- iii. The **contract price shall remain fixed** for the entire project duration. No adjustments will be allowed for variations in **labour (As per labour rules), material costs, or any other cost components** affecting the total project cost.
- iv. Prices should be quoted as **inclusive of all duties, charges but exclusive of GST** and other applicable taxes.
- v. **No price escalation** on Base Price (exclusive of GST and applicable taxes) will be permitted for any reason during the project period.
- vi. Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b. If the Bidder does not accept the error correction, its Bid will be rejected and, the bidder shall stand disqualified from bidding for any contract with CBC for a period of one year from the date of notification

3 Opening of Bids, Evaluation, and Award of Contract

3.1 Opening of Bids

If the bidder's representative wish to join the online Opening of Financial Bid , they may attended the Opening of Financial Bid at the designated time, date, and specific location mentioned in the tender schedule with the Authorization.

3.2 Evaluation of Bids

The selection process will follow the **Least Cost Selection (LCS) method**

Two-Stage Selection Process:

1. Stage 1: Eligibility Assessment

- Bidders will be evaluated based on **eligibility criteria** mentioned in **Section 6.1** of the RFP.
- Only Eligible Bidder will be evaluated as per scoring criteria provided in **Section 9.1**.

2. Clarifications

- **JIIDCO may seek clarifications** from bidders during evaluation. However, bidders **cannot make changes** to their submitted bid or pricing.

3. Stage 2:

A. Technical Evaluation

- Proposals will be assessed based on technical parameters outlined in the 9.1 of the RFP.
- Qualified bidders will be invited to present their approach, methodology, and project plan to demonstrate feasibility and alignment with RFP requirements. (as per Section 9.1)
- Bidders will be shortlisted based on their technical scores.
- A minimum qualifying score 70 out of 100 is set to shortlist technically responsive proposals.

B. Financial Evaluation

- The Financial Bid of Technically Responsive Bidder will be opened.

C. Bidder Selection Process:

- Only the Financial Bid of the Technically Qualified Bidder (Securing minimum Technical Score as mentioned in clause 3.2.3 above) will be opened.

3.3 Financial Bid Evaluation (Least Cost Selection Method)

Only the Financial Bid of the Technically Qualified Bidder (Securing minimum Technical Score as mentioned in clause 3.2.3 above) will be opened.

3.4 Empanelment of Successful Bidder

- On opening the commercial bids of all the bidders, the Least Amount (L1) shall be discovered
- Subsequently, all the bidders shall be invited to match the L1 price within a stipulated date and time
- Bidders agreeing to the least cost (L1 price) shall be empaneled by JIIDCO and a letter of empanelment shall be issued in this regard to the successful bidders
- Based on the empanelment, JIIDCO shall allocate/ award suitable work, after following due process, to any of the empaneled bidders. The decision of JIIDCO in this regard shall be final.
- The empanelment shall initially be for a period of two (2) years. Subject to performance, the empanelment may be extended on mutual agreement for a period acceptable to both the parties at the L1 rates only.
- The selected bidder is expected to commence the assignment on the date and at the location specified in the Contract/ LOA.
- The change in payment terms, deliverables/ milestones and penalties for delays, if any, of the work assigned shall be intimated to empaneled agencies while awarding the work order/ contract by the JIIDCO.

3.5 Notification of Empanelment

i. Notification to the Selected Bidder

- The selected bidder will be notified via official communication (email), followed by a Letter of Acceptance (LoA) confirming acceptance.
- This notification will constitute the formation of the agreement.

ii. Submission of Performance Security

- After acceptance of LOA, the selected bidder will submit Performance Guarantee as per the format provided in RFP

iii. Signing of Agreement

- The selected bidder must sign a formal contract with JIIDCO, incorporating all terms, conditions, deliverables, payment schedule, and project milestones as specified in the RFP

iv. Return of EMD:

- After signing of the Agreement with the Successful Bidder, the Bid Security of all bidders will be refunded

4 Terms of reference

4.1 Background

The Government of Jharkhand has recognized the Raising & Accelerating MSME Performance (RAMP) Programme of the Ministry of Micro, Small and Medium Enterprises (MoMSME), Government of India, as a vital initiative for the growth and development of the MSME sector in Jharkhand. Jharkhand Industrial Infrastructure Development Corporation (JIIDCO) is the State Nodal Agency (SNA) for RAMP programme implementation. The State Project Implementation Unit (SPIU), a dedicated support team at the state level, has been established to support the Managing Director, JIIDCO in the implementation and monitoring of RAMP project sponsored by Central government and funded by World Bank at the state level.

The project wishes to focus on conducting EDP/MDP trainings for the development and formalization of informal enterprises, make the enterprises competitive, innovative, technically sound, complying to quality, promote economic and environment sustainability and also to facilitate the enterprise for export promotion and access to government e-marketplace, promotion of circular economy, quality certification, create energy efficient MSMEs and assist in research and development opportunities for new product development for MSMEs.

The RAMP Project Implementing Body- JIIDCO intends to set sight on Industry- Academia collaboration through Enterprise Development Program (EDP) and Management Development Program (MDP) for entrepreneurship and skill development along with management development and upskilling of Existing Women and SC/ST entrepreneurs and with the intention of promoting Women Lead Entrepreneurship in Jharkhand. The Enterprise Development Program (EDP) and Management Development Program (MDP) training is to be conducted for 3 days, targeting both individual and group entrepreneurs & SHG members. The training encompasses activities that start with creating awareness about entrepreneurship, promoting entrepreneurial skills, developing an enterprise incubation model and establishing a quality and marketing-related support system for sustainable growth and global market exposure.

4.2 Objective

The objective of the assignment is to engage/ empanel academic Institutions, autonomous institutions/bodies and universities, recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training, in the state of Jharkhand under Raising and Accelerating MSME Programme, targeting individual and group entrepreneurs, women entrepreneurs and SHG with a targeted beneficiary of more than **2070 nos.** and further more nos. will be allocated based on availability of funds.

4.3 Scope of the assignment

The selected empaneled institution shall conduct the EDP and MDP training for both individual and group entrepreneurs, women entrepreneurs and SHG members within the state of Jharkhand.

The scheduled training programs as per project need is as below:

Sl. No.	Name of the Training	Total trainings required	Minimum nos. of beneficiaries
Promotion of Women Led Entrepreneurship in Jharkhand			
1	EDPs/MDPs	23	565
Industry-Academia Collaboration for ESDP			
2	ESDPs in collaboration with ITIs and Polytechnic colleges functioning under JIIDCO of Skill Development, GoJ in collaboration with Sector Specific Training Organizations such as Atal Incubation Centres, CIIE IIT (ISM) and others	25	625
Management Development & Upskilling of existing women & SC/ST entrepreneurs			
3	Management Development Programmes & Upskilling of Existing Women Entrepreneurs	23	440
4	Management Development Programmes & Upskilling of Existing Entrepreneurs with special emphasis on SC/ST Entrepreneurs	23	440
Total		94	2070

The empaneled institution must conduct the training program with a batch size of 40-50. The learning outcomes expected from the training program is as under: -

- Enhanced Business Knowledge:** Participants will gain a better understanding of various aspects of entrepreneurship, enterprise development such as business planning, marketing, financial management, and legal requirements.
- Idea Generation:** Some SHG members may generate new business ideas or refine their existing business concepts during the program.
- Improved Business Skills:** Participants may acquire or enhance their practical skills in areas like product development, quality control, and customer service.
- Financial Literacy:** Enterprises and SHG members could develop a better understanding of financial management, including budgeting, cash flow management, and access to credit.
- Networking Opportunities:** Participants might establish valuable contacts and networks that can be beneficial for their businesses in the future.
- Motivation and Confidence:** The program will boost the participants' confidence and motivation to pursue entrepreneurship as a viable option.
- Business Plan Development:** Enterprises and SHG members will be able to create business plans that can serve as roadmaps for their entrepreneurial ventures.
- Access to Resources:** Participants will be able to gain access to resources, like government schemes or grants, that can support their business development.
- Market Research Skills:** Participants will develop the ability to conduct market research and adapt their business strategies based on customer needs and market trends.
- Sustainability and Growth:** The program will help Enterprises and SHGs identify strategies for the sustainable growth of their businesses.
- Legal and Regulatory Awareness:** Participants would become more aware of the legal and regulatory aspects of running a business, ensuring compliance.
- Teamwork and Collaboration:** Enterprises and SHG members will learn the importance of teamwork and collaboration, which can be beneficial for group-based enterprises.
- Increased Income:** Ultimately, the goal of many EDPs and MDPs is to help participants

increase their income through successful entrepreneurship.

- 14. Job Creation:** By starting or expanding their businesses, participants will create job opportunities potentially for others in their communities.

4.4 Role and Responsibilities of the Empaneled Institutions

The empaneled institution will provide qualified professional experts and subject matter experts for delivering the EDP and MDP training.

The following arrangements need to be made by the empaneled institutions:

- (a) Arrangement of lodging and boarding in case of residential programs
- (b) Venue Arrangement and audio visuals for 3 days training
- (c) Arrangement of Computer/Laptop, Internet facility etc.
- (d) Provide Breakfast, Working Lunch & Dinner for participants along with Tea & Snacks
- (e) Assessment and Certificate of Participation to participants.
- (f) First Aid and Hygiene
- (g) Poster, Banner & Leaflet
- (h) Logistic arrangement for the training
- (i) Training Kit consisting of Booklet on EDP and MDP, Pad, Pen, Folder (To the participants), soft copy of the presentations and study/other materials

The Client does not guarantee the nos. of training programs to be allotted to any of the empaneled institutions. In the way forward, the client will provide the list of trainees to the empaneled institutions.

However, all the empaneled institutions may be provided initially with at least 1 batch (40-50 participants) for conducting the training. After the completion of 1st Batch of training, the institutions will be evaluated based on the feedback received from the participants and thereafter further allocation of batches will be provided to the institutions based on performance and as per their availability.

The authority reserves the right to allocate the work for EDP and MDP to any of the empaneled institutions.

4.5 Tentative Module to be developed and delivered

The empaneled institution shall deliver the training on the following Modules and additional modules may be included as per requirement:

- **Introduction**

Program Orientation with the view of Learning outcome of the Programme Status, market size; understanding the opportunities through Govt Schemes.

- **Establishing an Enterprise**

Opportunity Identification, Sources of New Idea, Conducting market survey, Analyse environmental factors for small industry and business, Idea Validation and product identification, Product designing and New Product development, Business Plan, Strategic Partnerships or Tie ups for a New Venture Registration, Procurement of Machinery & Raw

Material, Storage, Transportation, Digital transformation in supply chain management and real time visibility into inventory management, Recruitment & Staff Training and Motivation, Improve customer experience

- **Entrepreneurial Risks**

Basic Characteristics of Entrepreneur: Entrepreneurial Mind, Developing Self- confidence, Attitude Building, Goal Setting and Risk Taking, Managerial Skill Sets; Common Business Risk, Insurable Risks, why some Business fail, how to overcome Failures

- **Marketing & Branding**

Marketing Technique and Digital Marketing, Distribution Channel, How to Sell Techniques, Export opportunities, Effective and Long-Term Customer Relationship, Selling through eCommerce portals like Flipkart, Amazon, ONDC, Marketing for Net Zero Economy, Brand Creation.

- **Financial Management**

Financial Management: Concept of Bookkeeping and Accounting, Production Management: Purchasing Techniques, Inventory/ Material Management, Cost Control, Budgeting, Financial Analysis, Fundamental Analysis for Investors, Financial Modelling and Business valuation.

- **Understanding Banking and Funding**

General bank system: Type of Bank Accounts and Bank Deposits, Investment and Funding options Understanding Bank Loans Term Loan/ Working Capital, Specific facilities for Small Borrowers: Mudra Yojana etc.; Credit Guarantee/Collateral Free loan; Venture Capital, Banking Compliance, Creditworthiness & how to increase it, Banking Ombudsman (Banking Lokpal)

- **Business Registration**

Regulatory requirements for setting up of business: Pollution related compliances-Consent to establish & consent to operate, Labor Laws, Udyam Registration & Portal, GST Registration, IPR- Trademark Registration, Income Tax/ PAN, Export-Import License Legal Compliances.

- **Sustainable and Competitive Business Growth**

Strategic Management for a sustainable competitive advantage, use strategic design to foster adaptability and help build a human-centered design approach to business innovation, so that organizations can overcome uncertainty, gain a competitive advantage, create sustainable business models, and turn new ideas into long-term viable enterprises. Use of sustainable tools for assessment, management and reporting of the growth and progress of the firm which invariably will help in forecasting future scopes and measures of business success that include social, economic, and environmental factors and intergenerational stewardship of resources that creates lasting value and opportunity from one generation to the next.

- **Management Development Skills**

Personality development skills, Leadership excellence- Nurturing the Leaders of Tomorrow, Professional and Managerial skills of strategic planning and decision making, policy making, legal knowledge and company law, Tax law, securities law, Economic, Business and Commercial Law, Capital Market and investment, Financial and strategic management,

workplace management for organizing, leading, supervising, communicating and motivating teams for teamwork, Critical Thinking and swift decision making ability, Change Leadership: Guiding Organizational Transformation, Business Analytics, Social responsibilities.

- **Certifications**

Certification on IPR, GI, Certificate of Participation to the Participants or any other as per industry and institution norms.

- **Internal Assessment & Feedback**

The key role of the empaneled institutions under JIIDCO, Ranchi is to conduct the EDP and MDP training as per the norms and guidelines of JIIDCO RAMP Project and further amendments from time to time.

The empaneled institutions will share the detailed planning and implementation of MDP/EDP training prior to conduct the same and vet it from JIIDCO. All the Training data developed for the MDP/EDP like (Course Content, Curriculum & Syllabus in soft and Hard copy should be submitted with JIIDCO, Ranchi after completion of the Training.

4.6 Role and Responsibility of JIIDCO

JIIDCO, Ranchi is the authority and responsible for coordination, supervision and monitoring of the entire Enterprise Development Program (EDP) and Management Development Program (MDP) training. MD, JIIDCO will approve the detailed training plan submitted by the Agency and allow the concerned agency to start the training as per the approved plan. MD, JIIDCO and its official representative will visit the training venue during the training at any time to monitor and supervise the quality of training imparted by the agency. If any discrepancies are found, the same to be immediately corrected by the agency without any delay.

4.7 Trainer Qualification and Experience

The institutions need to submit the list of trainers/faculties along with their qualification and experience in the format given below:

SL No.	Trainer Name	Qualification	Years of Relevant Experience with experience details
1.			
2.			

4.8 Deliverables and Timeline

At the end of each training program, the empaneled institution shall submit the following:

- a) List of registered participants (Name, Address, Ph No, e-mail Gender and Cast wise)
- b) Detailed Report on training conducted with good quality photographs & videos.
- c) Data on Pre and Post Assessment and Feedback form
- d) Certificate of Participation to the Participants
- e) Facilitate in MIS updating, prepared on MSME One portal under JIIDCO as may be required.
- f) Detailed data on Trainers who impacted trainings.

g) The Trainings needs to be completed on or before March 2027 which is within the Contract period.

The Contract is extendable based on the satisfactory performance of the institutions and as mutually agreed upon as per requirements.

4.9 Quality Assurance, Monitoring and Reporting

Individual feedback/evaluation form each participant on the contents of training, trainer's deliverable, Lodging and Boarding, training arrangements and Overall management must be taken at the end of each training program which shall be submitted to Managing Director, JIIDCO, Ranchi.

5 Payment schedule

Payment to the Agency as per batch-wise based on the below milestones and upon due acceptance of the same by the authority:				
Sl. No.	Deliverable	Milestone	Timeline	Payment
1	Inception report	Submission of inception report which includes: the EDP and MDP training plan the detailed agenda of the programme the list of trainers along with course content and detailed curriculum.	T + 15 Days of from Signing of Agreement for starting EDP/MDP training	40% of the Batch-wise accepted cost.
2	Registration of candidates	Report on the Registered Candidates enrolment into the course, certificates and documents collected from the candidates with photographs/ videos. Preparation of toolkits, venue arrangements and printing of RAMP program banners.	With in 10 days of issue of work order along with list of trainees	
3	On Completion of training programme	a) Submission of certified list of candidates who joined the course with supporting documents. c) Training completion Report along with all documents with photographs/videos of training sessions.	With in 20 days of issue of work order along with list of trainees	60% of the Batch-wise accepted cost.
4	On issuance of certificates to each candidate	Completion of the issuance of certificates to each candidate of the batch.	With in 25 days of issue of work order along with list of trainees	

Note:

1. T= Date of Signing of Contract
2. The list of trainees will be provided by JIIDCO and the institution needs to complete the trainings within 30 days from the date of receipt of the list.
3. All matters related to the training needs is to be intimated to JIIDCO on regular intervals.

6 Instruction to the Bidders

Purpose

The Purpose of this tender document is to empanel academic Institutions, autonomous institutions/bodies and universities recognized by state or central government, for conducting

Enterprise Development Program (EDP) and Management Development Program (MDP) training in the state of Jharkhand under Raising and Accelerating MSME Performance (RAMP) Programme.

6.1 Pre-Eligibility criteria

The Bidders must carefully examine the below mentioned pre-eligibility criteria. The Bidder must meet all the Pre-Eligibility criteria set out in this Clause to be eligible for technical evaluation.

Sl No	Eligibility Conditions	Documentary proof to be submitted
1	The bidder must be an academic Institutions, autonomous institutions/bodies and universities recognized by state or central government having a formal intent and legal competency to enter into an agreement or contract and should be registered under respective Act and Jurisdiction in India	Certificate of Incorporation /Firm registration PAN/GST
2	The institution should have a minimum 10 (Ten)years of experience in providing training, out of which at least 5 (five) year in similar EDP/MDP related trainings, in India for and on behalf of government or international agencies.	Copy of Work Order/ Contract Agreement/Satisfactorily work completion certificate from the Clients
3	The institution must specify the location where the EDP/MDP training may be conducted by them. In case the bidder proposes to have training place and accommodation at different set-ups instead of on-campus training, they need to specify the same before and arrange travel allowance for the participants as per norms and clearly define the roadmap for the training sessions. The institution must submit the relevant documents along with their proposal. All the MDP/EDP training must be conducted in Jharkhand only	Supporting documents related to training center location along with all facilities including training strength .
4	Total Average Annual Turnover of the institution in last three financial years (i.e., 2021-22, 2022-23 and 2023-24) should not be less than Rs 5,00,00,000.00 (Rupees Five Crore) only. The average annual turnover certificate as issued by the Chartered Accountant should be submitted in the format enclosed as Annexure 3 of this RFP document. The Certificate must be accompanied by attested copies of audited Statement of Accounts of last three financial years (i.e. 2021-22, 2022-23 and 2023-24).	CA certificate with UDIN stating an average annual turnover of Rs 5,00,00,000.00 (Rupees Five Crore) only in the last three financial years (i.e., 2021-22, 2022-23 and 2023-24)
5	The bidders willing to participate should not: a) be blacklisted or debarred from participating in any empanelment process by the Procuring Entity or by any other State or Central Government entity, undertakings or bodies are not eligible to participate during their period of blacklisting/debarment. Rule under Chapter VII of the	(Self-Declaration must be submitted) Form-6

	<p>Jharkhand Procurement of Goods and Services Manual, 04.10.2024, shall prevail.</p> <p>b) be insolvent, in receivership, bankrupt, or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended; and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c) Neither the entity nor its directors and officers, Board of trustees, have been convicted of any criminal offense relating to their professional conduct or the making of false statements or misrepresentations regarding their qualifications to enter a procurement contract within the three years preceding the commencement of the procurement process, nor have they been otherwise disqualified pursuant to debarment proceedings.</p> <p>d) have a conflict of interest as per Chapter VI of Jharkhand Procurement of Goods and Services Manual, 04.10.2024 and which materially affects the competition.</p>	
6	The institution must submit income tax and GST return filling for the last three financial year i.e, 2021-22, 2022-23 and 2023-24.	Supporting documents

7 Consortium

No consortium or partnership arrangement is allowed for the assignment.

8 Submission of the Proposal

Interested eligible firms must submit their proposal within due date and time of submission in the manner as prescribed in Para 3.5 of this RFP document along with the “Key Documents” as given below before due date and time of submission of key Documents as mentions in the Notice Inviting Tender. Delayed submission shall be considered as non-submission.

- (a) RFP Processing Fee of Rs. 11,800.00 (inclusive of 18% GST)
- (b) Original Power of attorney document authorizing the signatory to this tender activity
- (c) Declaration as per **Annexure-5**
- (d) Earnest Money Deposit (EMD) can be submitted online in e-tender portal in the form of NEFT/RTGS or net banking for an amount of Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand) only. The EMD shall remain valid for a period of 180 days.
- (e) Response to Technical Evaluation Criterion along with the required supporting documents.
- (f) Technical Proposal along with the required supporting documents and all relevant Forms.
- (g) Declaration that a performance Bank Guarantee of 5% against total Contract value will be submitted by the empaneled institution at the time of signing of acceptance of allocation/work order, in case is selected for empanelment.

- i. The proposal submission should be along with all documentary proof with respect to pre-qualification and other documents as mentioned in Para 3.5 below in form of checklist while uploading online.
- ii. Each page of proposal submission should be signed by the representative duly authorized by the applicant executing a Power of Attorney in the format given under Form-11. In case the proposal is signed by any one of the Directors or key officials, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of Power of Attorney.
- iii. The applicant is responsible for the submission of the proposal, complete in all respects. The Authority shall ignore the proposal in case of incomplete or imperfect submission.
- iv. Each page of the proposal submission should be serially numbered, signed and stamped by the authorized signatory
- v. For queries of pre-bid meeting, online link will be sent to all the intended bidders who submits their intent to attend the Pre-bid meeting through email at contact@jiidco.co.in / md-office@jiidco.co.in and also may submit their queries through email within the stimulated timeline. Queries submitted after due date will not be entertained. The pre-bid queries are to be submitted in the following format:

Sl. No.	Name of Organization	Contact Mobile No.	Email	Point of Clarification	Amendment reqd.	Section No.	Page No.
1.							
2.							

8.1 Checklist for the proposal submission

S. No	Documents	Submission Status (Y/N)	Page No
1	Covering Letter (As per Form-1)		
2	Applicants Data Sheet in the format given under Form-2.		
3	Certificate issued by a CA stating that the Applicant has eligible average annual turnover of Rs 5.00 Cr. (Rupees Five Crore) for the last three financial year (2021-22, 2022-23 & 2-23-24) and more than 10 (ten) years of experience in implementation of Trainings in India as per the format given as Form-3.		
4	Bidder's organization and experience Form-4		
5	Eligible assignments of the Bidder – Form-5		
6	Declaration with respect to non-blacklisting and debarment in non-judicial stamp paper duly notarized. As per the format given in Form-6 & 7.		

7	Financial Undertaking Form-8		
8	Affirmative Statement for Conflict-of-Interest Form-9		
9	Performance Bank Guarantee Format Form-10		
10	“Power of Attorney” appointing the signatory, as per the format given as Form-11 .		
11	Work completion /satisfaction certificate issued by that client/organization establishing the experience		
12	Work completion /satisfaction certificate issued by that client/organization establishing the experience in conducting similar nature of training (EDP & MDP) along with List of Qualified Trainers with Biodata		
13	Self-attested photocopy of GST Registration Certificate, PAN, PF & ESI Registration Certificate.		
14	Any, other important documents the applicant feels necessary		

9 Evaluation

9.1 Technical Evaluation:

All the proposals submissions received within due date and time shall only be considered by the Evaluation Committee.

The evaluation committee shall ensure that the applications are complete in all respects. Only those proposals which are complete in all respects shall be considered for further scrutiny.

The Evaluation Committee reserves the right to seek further clarifications, explanations or information on any issue relating to eligibility till such time the Committee is fully convinced.

Technical Evaluation for empanelment shall be done based on the following criteria. Institutions must submit relevant documents against all the evaluation criteria. –

Sl. No	Parameter	Maximum Marks	Documents to be submitted
1.	The agency must be incorporated & registered in India, under any Act and should be in operations for minimum of 10 years. <10 years = 03 marks > 10 years to <15 years = 07 marks More than 15 years = 10 marks	10 marks	Certificate of registration /Incorporation
2.	Average Annual Turnover of the applicant exclusively from training activities in the last three financial years i.e., 2021-22, 2022-23 & 2023-24 More than 5 Cr and ≤ 7Cr - 5marks More than 7 Cr and ≤ 9 Cr – 7 marks Above 9 Cr – 10 marks	10 marks	Form 3 • CA Certificate • Audited balance sheets for the last three financial years.
3.	Number of years of experience in the field of imparting training on EDP and MDP with State government JIIDCOs /Central government JIIDCOs/PSU as on the last date of submission of the proposal. 3-5 years - 10 marks More than 5-7 years – 15 marks More than 7 years – 20 marks	20 marks	Form 4 and Work orders and completion certificates (Work Order Value/ Amount should be clearly mentioned in the documents)
4.	Number of years of experience in the field of imparting training on EDP and MDP with Corporate / International agencies as on the last date of submission of the proposal. 5-7 years - 10 marks More than 7-10 years – 15 marks More than 10 years – 20 marks	20 marks	Form 4 and Work orders and completion certificates (Work Order Value/ Amount should be clearly mentioned in the documents)
5.	No. of participants trained on EDP and MDP in the last 3 financial years as on 31st March 2025 2000 to 4000: 5 marks 4001 to 6000: 7 marks 6001 and above: 10 marks	10 marks	Copy of Workorder/Agreement/Certificate from Client for successful completion of training trainings with nos of participants.
6.	The number of Trainers with desired qualifications and experience. Desired Qualification: Postgraduate/ PhDs. Minimum Experience of 10 years of providing training on EDP and MDP.	10 marks	Self-declaration conforming the number of trainers available as on the date of proposal

	2 -3 numbers: 5 marks 4-5 numbers: 7 marks More than 5 numbers: 10 marks		submission.
7.	PRESENTATION a. Approach & Methodology: Technical presentation by bidder which shall include understanding of the authority's requirement, proposed solution, relevant experience, and proposed work plan to execute the training. b. Proposed deployment of manpower with their experienced and background c. Development of Content & Modules: Proposed developed modules specific for this tender document.	20 Marks a. 5 marks b. 5 marks c. 10 marks	Authorized representative need to present their proposal.
	Total	100 Marks	
Minimum Qualifying Marks is 70%			

9.2 Technical Evaluation Process:

- Prospective bidders having submitted its bids will be invited to make a pre-scheduled technical presentation to the Evaluation Committee covering the following:
 - Technical presentation by bidder which shall include understanding of the authority's requirement, proposed solution, relevant experience, and work proposed plan to execute the training.
 - Proposed deployment of manpower and their experienced and background
 - Proposed developed modules specific for this tender document.
- Composite score consisting of marks obtained in the technical bid and presentation would be the basis for empanelment of the bidders.
- Minimum overall score of **70 marks** is required in the evaluation process. Only those bids having minimum qualifying of **70 score** would be eligible for empanelment. All bidders which meet the minimum qualifying marks prescribed will stand technically qualified for consideration.

9.3 Financial Evaluation:

The Financial Bid of Technically Responsive Bidder will be opened.

10 General instructions

10.1 Number of Proposals and respondents

- No Bidder shall submit more than one (1) Proposal, in response to this RFP. In case more than 1 proposal is received from the same bidder, both the proposals will be summarily rejected.
- The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.

10.2 Proposal preparation cost

- The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- Bidders are encouraged to submit their respective Proposals after going through the tender document and ascertaining for themselves the availability of documents and other data as per applicable Laws and regulations or any other matter considered relevant by them.
- All papers submitted with the Proposal are neither returnable nor claimable.

10.3 Right to accept and reject any or all the Proposals

Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

Authority reserves the right to reject any Proposal if:

- At any time, a material misrepresentation is made or discovered, or
- The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

10.4 Clarifications

- Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal, sending written email queries to the Authority, and attending a Pre-Proposal Conference.
- Bidders requiring any clarification on the RFP may send their queries to the Authority by email at the mail-id provided in communications details in the Data Sheet with subject clearly written.
- The Authority shall endeavor to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website.
- The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this **Clause 3.2** shall be construed as obliging the Authority to respond to any question or to provide any clarification.

10.5 Amendment of the RFP

- At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <https://jharkhandtenders.gov.in> through a

corrigendum and this shall form an integral part of the e- bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

- In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

10.6 Data identification and collection

- A. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- B. It would be deemed that by submitting the Proposal, the Bidder has:
 - Made a complete and careful examination and accepted the RFP in totality.
 - Received all relevant information requested and made a complete and careful examination of the various aspects of the Scope of Work. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

11 Preparation and submission of Proposals

11.1 Language and currency

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

11.2 Proposal validity period and extension

Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

11.3 Format and signing of Proposals

The Bidders shall prepare electronic copies of the technical e-bid/Proposals.

Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs

11.4 Submission of e-bid/Proposal

The bid submission module of e-procurement website <https://jharkhandtenders.gov.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible. Hard copies submission is not allowed. All the physical submission of the bids will be rejected by the authority.

11.5 The Bidders must follow the following instructions for submission:

- a. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <https://jharkhandtenders.gov.in>. The Bidders must obtain a user login ID and password by registering themselves with the e-procurement portal, if they have not done so previously.
- b. In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- c. For successful registration of DSC on e-procurement website <https://jharkhandtenders.gov.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <https://jharkhandtenders.gov.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e- bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- d. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e- bid/Proposal, from "My tenders" folder, the Bidder can place his/her

e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.

- e. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e- bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- f. Before uploading, the Bidder must select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- g. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- i. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

11.6 Deadline for submission

E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <https://jharkhandtenders.gov.in> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

11.7 Late submission

The server time indicated in the bid management window on the e- procurement website <https://jharkhandtenders.gov.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder must start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

11.8 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <https://jharkhandtenders.gov.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder must click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also must enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder must confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

11.9 Selection of the Bidder

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

11.10 Proposal opening

- A. After the eligibility evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 3.4 for the empanelment of the responsive bidders. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
- B. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
- C. Any information contained in the Proposal shall not in any way be construed as binding on the

Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

11.11 Opening of Proposals

- a. Authority will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.
- b. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the Event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

12 Confidentiality

- a. Information relating to the examination, clarification, evaluation and recommendation for the short- listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
- b. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the empanelment shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

13 Tests of responsiveness

- Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. It mentions the validity period as set out in Data Sheet.
 - v. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

- Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

14 Clarifications sought by Authority

- To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

15 Proposal evaluation

- Submissions from Bidders would first be checked for responsiveness as set out in Clause 3.2. All Proposals found to be substantially responsive shall be evaluated as per the Technical Evaluation Criteria set out in Clause 9 of this RFP.
- The Proposal containing the Technical Details in Clause 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

16 Annexure A: Standard Forms

FORM 1: Technical Proposal Submission Form/Covering letter

[On the letter head of the Applicant]

Kind Attention:

[location, date]

To

**The Managing Director
Jharkhand Industrial Infrastructure Development Corporation Ltd. (JIIDCO),
(A Govt. of Jharkhand undertaking)
5th Floor, Udyog Bhawan, DIC Campus Ratu Road, Ranchi, PIN-834001, Jharkhand**

Sub: RFP (Refence No.....) for Empanelment of Academic Institutions, autonomous institutions/bodies and universities, recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training in the state of Jharkhand under Raising and Accelerating MSME Performance (RAMP) Programme

Sir,

Having read, carefully examined, and understood the “RFP” document dated issued by <insert RFP Inviting Authority> (“Client”) and all Annexures and other documents attached thereto, and all subsequent addendum and clarifications issued pursuant thereto (collectively the “RFP”), we hereby express our interest to participate in the RFP process.

We, the undersigned, offer to provide the services for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training in the state of Jharkhand under Raising and Accelerating MSME Performance (RAMP) Programme in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal.

We hereby agree and confirm that our Proposal has been prepared strictly in conformity with the instructions in the RFP document (including the forms set forth therein) and that we shall always act in good faith and abide by the terms and conditions of this RFP.

We agree that we have inspected and examined the RFP documents and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Proposal and all queries on other contractual matters have been addressed.

We represent and warrant to Client the information furnished by us is complete, accurate, unconditional, and fairly presented.

We have the necessary capacity and experience to execute the assignment and participate in the RFP, if shortlisted.

We followed all the terms and conditions of the RFP; there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to pre-qualification shortlisting.

We have all the necessary corporate and statutory approvals and authorizations to participate in this tender.

We acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director/trustee/partners or key officials nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.

We declare we have not been declared ineligible for corrupt or fraudulent practices in any tendering process.

We undertake that we will intimate Client of any material change in facts, circumstances, status, eligibility, or documentation relating to us during and till completion of ensuing RFP process.

This Proposal shall be construed, interpreted, and governed, in all respects, by Jharkhand Procurement Policy, 2014 and subsequent amendment dated 16.07.2019 and Jharkhand Procurement of Goods and Services Manual, 04.10.2024 and updated GFR, 2024 and the relevant laws of India, without reference to its conflict of law principles. The courts at Ranchi will have exclusive jurisdiction in respect of all matters arising out of this EoI process.

We undertake that we have not been debarred or blacklisted by any government (Central/State) agency or PSU and fulfill all eligibility criteria as stipulated in Para 6.1 of this RFP document.

We have provided details, in accordance with the instructions and in the form required by the RFP and have attached the same as appendices to this application.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM 2: Bidder's organization Details**Applicant Details:**

1. Organizational Details	
1.1.Full Name	
1.2.Legal Status	
1.3.Jurisdiction of Incorporation	
1.4.Year of incorporation / registration	
1.5.Registration Number	
1.6.Registered Address	
2. Details of Authorized Signatory	
2.1 Name	
2.2 Designation	
2.3 Address	
2.4 Contact Details	
<i>(Copy of the document of authorization to be provided)</i>	
3. Tax Registration Details	
3.1.GST	
3.2.Income Tax	
4. Contact Person for this Proposal	
4.1.Name	
4.2.Address for Courier	
4.3.Office Phone	
4.4.Mobile Phone	
4.5.Fax No.	
4.6.E-mail Address	
5. Certifications, Awards & Accreditations, if any	
5.1.	
5.2.	
5.3.	

Declaration:

I/We hereby declare that the above information is true and correct to the best of my/our knowledge

Authorized Signatory:

(Signature with Seal)

Name:

Designation:

Date:

Place:

Form 3: Financial Information (Average Financial Turn Over)

The applicant should give declaration by chartered accountant on their letter head duly signed and sealed in following format.

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has an average annual turnover of Rupees Crores in the three consecutive years (2021-22, 2022-23 and 2023-24). The details of annual turnover are mentioned below:

Sl. No.	Financial Year	Annual Turnover (INR)	Net Worth (INR)
1	2021-22		
2	2022-23		
3	2023-24		
	Average Turnover		

Note:

- Audited financial statements for the past three years (2021-22, 2022-23 and 2023-24). should be submitted by the Applicant.
- All financial documents and statements must be submitted exclusively through the online E- Procurement Portal as part of the bid submission process.

(Chartered Accountant):

Signature Name

Registration No.

UDIN No.

Contact No.

Seal:

Date:

Place:

FORM 4: Bidder's organization and experience

The Bidder should provide details of only those assignments that have been undertaken by it under its own name. Bidders need to provide all the supporting documents like PO/Completion certificate for each set of credentials.

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity for carrying out EDP/MDP services like the ones requested under this assignment]

Institution/Firm Legal Entity Name	
Registered Office Address and Branch Details:	Date of Incorporation/Registration:
No of Employees	Annual Turnover
Name of Client:	EDP/MDP Name: Scope of Services:
Client Address	Client Contact Details:
Narrative description of Projects MDP/EDP Executed with its Pictures.	

FORM 5: Eligible assignments of the Bidder

Bidders need to provide all the supporting documents like PO/Completion certificate for each set of credentials

Assignment name/Client Name:	
Country: Location of EDP/MDP:	Total no of MDP/EDP & setup days:
Scope of Work:	Work
Address:	Contract Value (INR)
Narrative description of Project with pictures:	
Description of actual deliverables by your firm/Institution within the assignment:	

FORM 6: Declaration Letter 1

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “Request for Prop for Empanelment of academic Institutions/autonomous institutions and universities recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for young and Aspiring MSMEs” (To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Firm/Institute <Please delete whichever is not applicable> intends to submit a proposal in response to “Request for Proposal for Empanelment of academic Institutions/autonomous institutions and universities recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for young and Aspiring MSMEs” RFP, we also declare that our Firm/Institute <Please delete whichever is not applicable>has not been blacklisted by any Central / State Government JIIDCO / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

(Board Resolution for the Nomination of Authorized Signatory to be submitted along with this form)

Name:

Designation:

Form 7: Declaration Letter 2

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “Request for Proposal for Empanelment of academic Institutions/autonomous institutions and universities recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for young and Aspiring MSMEs”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Firm/Institution<Please delete whichever is not applicable> intends to submit a proposal in response to “Request for Proposal for Empanelment of academic Institutions/autonomous institutions and universities recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for young and Aspiring MSMEs”, we also declare that our Firm/Institution <Please delete whichever is not applicable>has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation

FORM 8–Financial Undertaking

FIN-1 Financial Proposal Submission Form
(To be submitted in Excel BOQ on <https://jharkhandtenders.gov.in/portal>.
The below format is for information only)

To,

The Managing Director
Jharkhand Industrial Infrastructure Development Corporation Ltd. (JIIDCO)
(A Govt. of Jharkhand Undertaking)
5th Floor, Udyog Bhawan, DIC Campus,
Ratu Road, Ranchi, Jharkhand 834001
Phone: 0651 351 2851
Email: contact@jiidco.co.in, md-office@jiidco.co.in

Subject: Selection of academic Institution/autonomous institution/body and university recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for Young & Aspiring entrepreneurs and professionals under Raising and Accelerating MSME Performance (RAMP), JIIDCO, Ranchi, Jharkhand.

Dear Sir,

We, the undersigned, offer to provide the Enterprise Development Program (EDP) and Management Development Program (MDP) training for the above project in accordance with your Request for Proposal no. _____ dated _____. Our Financial Proposal (Grand Total) (In Figure) is for the sum of Rs. (In Words). The financial proposal is inclusive of GST.

1. The above quote is inclusive of GST
2. The TDS etc., if applicable, shall be deducted at source from the payment as per the law in force at the time of execution of contract. We further understand that if there would be any increase in any other applicable taxes, levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by us.
3. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal.
4. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. All taxes (direct/indirect/local), duties, levies etc. whatsoever will be charged at the time of invoicing.
6. We understand that you are not bound to accept any Proposal you receive and may reject any or all proposal without assigning any reason for the same.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

Name of Firm

**FIN-2
BoQ**

Price Bid for EDP and MDP Training							
Name of the Bidder/ Bidding Firm / Institution :							
<u>PRICE SCHEDULE</u>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #
Sl. No.	Courses	Candidates per batch	Batches	Cost per candidate	Total cost without taxes (in INR)	GST VALUE in INR	TOTAL AMOUNT With Taxes in INR
1	2	3	4	5		6	7
1.01	EDP training	50	46				
1.02	MDP training	50	50				
<i>Total in Figure (Rs.)</i>							
Total Amount in Words	Rupees						

Yours sincerely,
Authorized Signatory:
Name and Title of Signatory:

Note: The total cost for conducting the EDP and MDP trainings in batches includes all cost related to end to end completion of the training.

Form 9: Affirmative Statement for Conflict of Interest
(To be provided on the official letterhead of the bidder)

To,

The Managing Director
Jharkhand Industrial Infrastructure Development Corporation Ltd. (JIIDCO)
(A Govt. of Jharkhand Undertaking)
5th Floor, Udyog Bhawan, DIC Campus,
Ratu Road, Ranchi, Jharkhand 834001
Phone: 0651 351 2851
Email: contact@jiidco.co.in, md-office@jiidco.co.in

Subject: Affirmative Statement for Conflict of Interest

Dear Sir/Madam,

We, the undersigned, hereby affirm that:

1. We have reviewed the Request for Proposal (RFP) for **“Selection of academic Institution/autonomous institution/body and university recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for Young & Aspiring entrepreneurs and professionals under Raising and Accelerating MSME Performance (RAMP), JIIDCO, Ranchi, Jharkhand.”** and confirm that there exists no conflict of interest between our firm and JIIDCO in relation to this assignment.
 2. We further declare that there are no prior, ongoing, or anticipated engagements, contracts, or affiliations with JIIDCO that may directly or indirectly affect our ability to provide services as per the requirements outlined in the RFP.
 3. In the event of any potential conflict of interest arising during the execution of the contract, we undertake to disclose the same immediately and comply with any instructions from JIIDCO to mitigate the impact.
 4. We confirm that there are no financial, personnel, or operational constraints that would adversely affect our ability to deliver the services within the stipulated time frame and as per the defined scope of work.
 5. If selected, we undertake that we will not sublet the work activities to any other organization.
- We certify that the above information is true and accurate to the best of our knowledge.

Yours sincerely,

Dated—— this Day —— of 2025

(Signature)

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of the Firm/Institution /Organization)

Seal/Stamp of the Bidder

Form 10: Performance Bank Guarantee Format

PERFORMANCE SECURITY:

<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email Id.>

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to JIIDCO, Ranchi, Jharkhand.

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

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

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

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

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

This Guarantee shall be valid until <<Insert Date>>) Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Form 11: Power of Attorney

POWER OF ATTORNEY

(On Stamp paper of relevant value)

Know all persons by these presents, We. (name and address of the registered office) do hereby constitute, appoint, and authorize Mr. / Ms.....

.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf,

all such acts, deeds, and things necessary in connection with or incidental to our Proposal for "Request for Proposal (RFP) for **Selection of academic Institution/autonomous institution/body and university recognized by state or central government, for conducting Enterprise Development Program (EDP) and Management Development Program (MDP) training for Young & Aspiring entrepreneurs and professionals under Raising and Accelerating MSME Performance (RAMP), JIIDCO, Ranchi, Jharkhand.**" including signing and submission of all documents and providing information/responses to JIIDCO, in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ----- Day of----- 2025 For

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

Signature) (Name, Title and Address of the Attorney)

Date:

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in Favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

17 Annexure B: General Conditions of Contract

1. General Provision

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time.
- ii. “Authorized Representatives” shall have the meaning set forth in **Clause 1.5 of Annexure B**
- iii. “Bidder” means any private or public entity that will provide the Services to the “Authority” under the Contract.
- iv. “Authority” means the Jharkhand Industrial Infrastructure Development Corporation (JIIDCO) with which the Bidder signs the Contract for the Services
- v. “Contract” or “Agreement” means the Contract signed by the Parties and all the attached documents, if any
- vi. “Confidentiality” shall have the meaning set forth in **Clause 3.3 of Annexure B**
- vii. “Dispute” shall have the meaning set forth in **Clause 8 of Annexure B**
- viii. “Eligibility” shall have the meaning set forth in **Clause 6.1 of the RFP**
- ix. “EMD” Earnest Money Deposit
- x. “Government” means the Government of the Authority’s country/state
- xi. “Key Dates” shall mean the dates mentioned in Clause 1 and the Data Sheet
- xii. “LOA” Letter of Award
- xiii. “Party” means the “Authority or the Bidder” as the case may be, and “Parties” means both of them
- xiv. “Personnel” means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xv. “Proposal Due Date” or “PDD” shall mean the date as specified in the Data Sheet
- xvi. “Proposal Validity Period” shall have the meaning set forth in Clause 11.2 of RFP
- xvii. “RFP” means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xviii. “Scheduled Bank” means Banks specified in the RBI Act, 1932
- xix. “Services” means the work to be performed by the Bidder pursuant to the Contract.

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Taxes and Duties

GST shall be excluded by the bidders whilst submitting their respective quotes in the financial bid format published along with this RFP

Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract.
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Authority, designed to establish prices at artificial, non- competitive levels.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of the contract.

Measures to be taken

The Authority will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract.

The Authority will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.7. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no Event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising because of the Bidder's fraud in performance of the services hereunder.

1.8. Insurance

The Bidders are expected to maintain insurance cover for the following Events to insure Bidder's risks against:

- i. loss of or damage to the Works and Materials
- ii. loss of or damage to Equipment, property in connection with the Contract; and
- iii. Personal injury or death of the employees

For any other Events that may be applicable, the Authority does not take any responsibility for insurance coverage in case of any mis-happening.

1.9. Liquidated Damages

Performance Guarantee

- I. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to i.e., 5% of the total contract value; which can be provided in the form of a bank guarantee.
- II. In case any services is not found as per the prescribed Specification as given in clause 4, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a 5% of the estimated cost and shall be recovered by appropriation from the Performance Security.

Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% of the Agreement/contract Value each week of delay , subject to a maximum of 10 % of the work value shall be imposed. However, in case of delay due to reasons beyond the control of the bidder, suitable extension of time shall be granted.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the Event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 1.9.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2 Commencement of Services

The agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Agreement, "Force Majeure" means an Event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to pre Event), confiscation or any other action by government Agency

Force Majeure shall not include

- Any Event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any Event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of this Agreement, and
 - 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.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an Event of Force Majeure, provided that the Party affected by such an Event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an Event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of a Event of Force Majeure, the agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by

them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1 By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the Events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Authority shall give a not less than thirty (30) days' written notice of termination to the Event Agency, and sixty (60) days' in the case of the Event referred to in (e).

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- b) If the agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, 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.
- e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

2.6.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the Events specified in paragraphs

(a) through (c) of this GC Clause 2.6.2:

- a) If the Authority fails to pay any money due to the agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the / Agency that such payment is overdue.
- b) If, 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.
- c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Authority shall make the following payments to the agency:

- payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination.
- except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Bidder

3.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third Parties.

3.2 Responsibility of the Bidder

The Bidder shall be fully responsible for site review of the services conforming to relevant Indian or International standards in accordance with the Authority.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Authority, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to pre-Event accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Authority from time to time.

3.3 Confidentiality

Except with the prior written consent of the Authority, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving

party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 12 months from the date of termination of the Contract.

3.4 Documents prepared by the Bidder to be the property of the Authority

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Authority, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Authority

- a. Assistance and Exemptions - The Authority shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Agency under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Bidder

5.1 Professional fee and Payments

The total payment due to the Bidder shall be governed by separate work orders issued for the MDP/EDP Training by authority in the contract period and unit price of the line items will be valid for the complete contract period (as determined by the financial quote in the RFP stage).

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 5. The Contract fee shall be exclusive of taxes or similar charges, unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Penalty

In case any service is found to not be as per the prescribed norms or is not carried out in time, i.e. if fails to provide the services in time, the Authority may impose penalty in addition to the liquidated damage.

In case the services provided by the bidder are found to be unsatisfactory or if any incidence of misbehavior by the staff of the bidder is reported or service is not provided in time, then the Authority may impose a penalty of 5% of the estimated cost.

In the event of failure of the bidder to recoup the quality in the mutually agreed time frame, The Authority shall be entitled to terminate the contract and forfeit performance security. The Authority may impose additional penalty depending upon the quantum of breach for such cases.

7. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

8. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Ranchi, Jharkhand, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the Event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Ranchi, Jharkhand.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Ranchi, Jharkhand.

Courts located in Ranchi shall have exclusive jurisdiction to settle dispute arising under this agreement.