

**RFP for Empanelment
of
Training Service Providers (TSPs) for
Training to Domestic Workers**

RFP No: BARTI/SPC/02/2017-18

Date of Issue: 12/04/2017



Dr. Babasaheb Ambedkar Research and Training Institute (BARTI)
Department of Social Justice & Special Assistance, Govt. of Maharashtra
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<http://barti.maharashtra.gov.in>

1 Glossary

Terms	Meaning
BARTI	Dr. Babasaheb Ambedkar Research & Training Institute, Pune
Bidder	Entity which will respond to this RFP
Committee	Evaluation Committee which would evaluate the responses to this RFP
DG	Director General of BARTI
DW SSC	Domestic Workers Sector Skill Council
GoM	Government of Maharashtra
MIS	BARTI Management Information System
NOS	National Occupational Standard
NSDC	National Skill Development Corporation
NSQF	National Skill Qualification Framework
PBG	Performance Bank Guarantee
PQ	Pre-Qualification or Eligibility Criteria
QP	Qualification Packs
RFP	Request For Proposal
SC	Scheduled Caste
SSC	Sector Skill Council
TSP	Training Service Provider

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Introduction

2. Introduction

2.1 About BARTI

Dr. Babasaheb Ambedkar Research & Training Institute (BARTI), Pune, is an autonomous institute of Department of Social Justice and Special assistance, Government of Maharashtra, working towards enhancing livelihood opportunities of the Scheduled Caste (SC) youth of Maharashtra through various means.

This institute was established in the year 1978 under the name “Dr. Babasaheb Ambedkar Samata Vichar Peeth” and subsequently became autonomous under its present name in the year 2008.

BARTI has endeavored for causes which support and encourage the following:

- Empowerment of marginalized and weaker sections of the society
- Evaluation of various welfare measures and projects implemented by the Government for such disadvantaged sections of the society
- Contribution to the field of Equality and Social Justice through policy recommendations, advice and training programs

2.2 Special Cell at BARTI

The Special Cell caters to the hitherto untouched Scheduled caste segments of society. While much Research and Training has happened in respect of the educated and well off sections; very little attention has been paid to unorganized workers, less educated housewives, idle workforce, SC representatives in Panchayati Raj Institutions (especially at village level).

Special Cell, BARTI is planning to conduct training program for Domestic Workers for women belonging to Scheduled Caste category. Apart from the core training modules, these programs also intend to train the beneficiaries in life skills with a motive of upliftment of livelihood.

It is necessary to provide trainings for enhancing the self-confidence of such women. Only education cannot fulfill the purpose of life but they need practical knowledge as well.

2.3 About this RFP

Through this RFP, BARTI seeks to empanel training service providers to provide training for Domestic Worker for undertaking domestic worker training programs for SC in Maharashtra. In the first phase, the program has an initial target of 400 trainees to be trained in 2016-17.

This RFP document is addressed to the following category of respondents:

NSDC/DWSSC affiliated Training Service Providers (TSPs)

Respondents to this RFP need to adhere to the following:

- a) All the trainings to be conducted for Domestic Worker Training will be non-residential in nature.
- b) Conduct trainings only for SC women mobilized by Special Cell, BARTI.

Invitation for Proposal

3. Invitation for Proposal

This RFP Document is being published by Dr. Babasaheb Ambedkar Research & Training Institute (BARTI), Pune for inviting technical proposals / bids to empanel / Agencies / organizations/ firms / institutes / companies (duly registered / established in India under relevant acts and rules) for providing training to the Schedule Caste (SC) women of Maharashtra.

This RFP document has been published on BARTI website –
www.barti.maharashtra.gov.in
on the Notice Board section.

Bidders who wish to participate in this bidding process shall download the RFP document from the above website and must follow the guidelines specified in this document.

1. A two envelop selection procedure shall be adopted. One for Prequalification criteria and other for Technical and Financial criteria.
2. Bidder (Authorized Signatory) shall submit their proposals as per the instructions mentioned in Section 9 of this document by post/by hand to BARTI office on or before 21st April 2017 at the following address:

To,
Project Director,
Special Cell
Dr. Babasaheb Ambedkar Research and Training Institute (BARTI)
28, Queens Garden, Near Residency Club, Old Circuit House, Camp
Pune - 411 001
Tel: +91-20-2634 3600

Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.

3.1 Important Dates / Information

SN	Details	Date and Time	Venue / Website
1	Circulation of RFP document and download of the document from website	12 th April 2017, 11:00 hrs	www.barti.maharashtra.gov.in > Notice Board
2	Last date of submission of Pre Bid Queries by email	18 th April, 2017, 17:30 hrs	Email id: specialcell@barti.in
3	Pre-Bid Meeting	19 th April 2017, 15:00 hrs	Conference Room, BARTI, 28 Queens Garden, Near Old Circuit House, Pune – 411 001
4	Issue of Pre Bid Meeting Clarifications and Addendum	21 th April 2016, 15:00 hrs	www.barti.maharashtra.gov.in > Notice Board
5	Last date of Bid Submission	25 th April 2017, 17:00 hrs	Project Director, Special Cell, Dr. Babasaheb Ambedkar Research and Training Institute (BARTI) 28, Queens Garden, Near Residency Club, Old Circuit House, Camp, Pune, 411001
6	Opening of Pre-Qualification and Technical Bid	26 th April 2017, 12:00 hrs	Conference Room, BARTI, 28 Queens Garden, Near Old Circuit House, Pune – 411 001
7	Opening of Financial Bid	28 th April 2017, 12:00 hrs	Conference Room, BARTI, 28 Queens Garden, Near Old Circuit House, Pune – 411 001
8	Declaration of Empaneled Firm/Firms	29 th April 2017, 12:00 hrs	To be intimated

3.2 Other Important Information Related to Bid

SN	Information	Details
1	Project Name	RFP for Empanelment of Training Service Providers (TSPs) for Training to Domestic Workers
2	RFP Reference Number	BARTI/SPC/02/2017-18
3	RFP Fee (Non-Refundable)	INR 2,000/- (Rupees Two Thousand only) in the form of Demand Draft payable in the name of Director General, BARTI, Pune. The demand draft should be from any of the Nationalized /Scheduled Bank. Bidder to submit the RFP fee along with the Envelope A
4	Bid Security (Refundable)	INR 25,000/- (Rupees Twenty-Five Thousand only) in the form of Demand Draft payable in the name of Director General, BARTI, Pune. The demand draft should be from any of the Nationalized /Scheduled Bank. Bidder to submit the Bid Security along with the Envelope A
5	RFP Issuance Date	12 th April 2017
6	Issuing Authority	Dr. Babasaheb Ambedkar Research & Training Institute (BARTI), Pune (an autonomous institute of the Department of Social Justice and Special Assistance, Govt. of Maharashtra)
7	Contact Details (Working days only)	Special Cell (विशेष कक्ष), BARTI Contact number: 020-26333339 (09.45 to 17.45)
8	Address of website where tender and all associated information would be published	www.barti.maharashtra.gov.in (Notice Board section)

Scope of Work

4 Scope of Work for Empaneled Agencies

4.1 Classification of intending bidders

This RFP invites bids from:

NSDC/DWSSC affiliated Training Service Providers (TSPs)

4.2 Scope of Work for bidders

The empaneled agencies would be required to carry out the following activities within stipulated timelines which shall be decided by Director General (DG), BARTI at the time of signing a Memorandum of Understanding (MoU).

The following is the broad scope of work for Empaneled TSPs if they are sanctioned work under this program. Detailed scope of work shall be incorporated into the Agreement signed between BARTI and the Empaneled TSP prior to execution of work.

I. Mobilization of Trainees

- a) Mobilization of Domestic Help / Domestic Workers has already been completed by BARTI. All the communication with the trainees will be conducted by BARTI regarding batch commencement.
- b) Over 400 trainees have been mobilized across the districts and its corresponding areas indicated below:

TABLE 1

SN	Districts	Area	Number of Batches
1	Pune	Sasane Nagar, Hadapsar	1
2	Pune	Ramwadi, Vimannagar	1
3	Pune	Kamgar Putala Chowk, Shivajinagar	1
4	Pune	Camp	1
5	Nashik	Gorewadi	1
6	Nashik	Sant Kabir Nagar	1
7	Nagpur	Indiranagar	1
8	Nagpur	Rambag	1
9	Aurangabad	Bhim Nagar	1
10	Aurangabad	Jai Bhim Nagar	1

II. Course Curriculum

- a) Curriculum must be based on the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Domestic Workers Sector Skill Council (DWSSC) established under the National Skill Development Corporation (NSDC).
- b) The training should also cover the following areas:
 - a. Improve the quality of their productivity
 - b. How to wash clothes, and keep it properly after drying them.
 - c. How to set bed sheet, cushions and curtains in the bedroom in a professional manner.

- d. How to keep house clean, how to maintain pots, where to keep spoon, forks and knives in manner.
- e. To improve the quality of their life style and develop pleasing personality.
- f. How to communicate with house owners as well as guests.
- g. Hard Competence:
 - i. The trainees to be given hands-on training in handling domestic appliances like Microwave ovens, Washing Machine, Toasters, Vacuum Cleaner, AC maintenance etc.
 - ii. Trainees to be trained in handling different types of cleaning liquids and corrosives.
 - iii. Training to be given in handling and placement of crockery and cutlery.
 - iv. Trainees to be trained in laying beds and conduct disciplined housekeeping.
- h. Soft Competence:
 - i. Trainees to be taught basic manners and table manners.
 - ii. Trainees to undergo a course on personal grooming.
 - iii. Basic hygiene of the self and hygiene of the workplace to be taught.
 - iv. Need and the proper use of protective clothing like gloves and apron to be taught.
- i. Life Competence:
 - i. Basic course on self-worth to be conducted.
 - ii. Trainees to be taught about acceptance of change
 - iii. Training to be trained to develop a positive outlook and achieving work-life balance

III. Training

- a) TSP to select a training center as indicated in the list of districts and their corresponding areas as per Table I. The training center must be located in the areas mentioned in Table I. The costing proposed by bidder as per Form-VI to include the training center infrastructure and rent.
- b) TSP will initiate a batch comprising of maximum of 40 trainees.
- c) The duration of the training program will be maximum 21 days (Excluding Sundays).
- d) The training time slot has been decided by BARTI which is of a total of 63 hours with 3 hour session every day from 14:00 hrs till 17:00 hrs.
- e) The Empaneled TSPs shall be responsible for all aspects of the training including center readiness and quality of training delivery.
- f) Persons deployed as trainers by the Empaneled TSPs must be competent instructors in possession of requisite knowledge, skills and experience in their domain.

- g) Submission of all the requisite documents as decided by BARTI unfailingly (online MIS platform of BARTI/offline)

IV. Certification

- a) TSP shall provide certificates to all the trainees on last day or any convenient day of closing as agreed. The certificate should be provided in collaboration with BARTI, Pune.

V. Other

- a) The candidates for training will be selected through Special Cell, BARTI only.
- b) Coaching will be imparted to the Scheduled Caste Candidates of Maharashtra State for women Candidates only.
- c) Light snacks and tea is to be provided by TSP to all the trainees participating in the training.
- d) Workers kit is to be provided by TSP to all the trainees participating in the training which containing kitchen Hand gloves, hair cap, 1 washable hand napkin, 60ml Dettol antiseptic liquid, 2 small waterproof bandage, cotton kitchen apron with BARTI logo on it. Costing of snacks, tea and kit should be included in training cost itself by TSP.
- e) Empaneled TSPs may be allotted additional batches over and above the batches indicated in Table I. Empaneled TSPs to conduct additional batches as per the Costing as proposed in the Financial Costing indicated in Form VI.
- f) During the empanelment Empaneled TSPs may be requested to conduct trainings in similar fields and related courses such as:
 - i. Housekeeper cum Cook
 - ii. Child Caretaker

These courses may be allotted to the empaneled TSPs and the training cost will be decided after mutual discussion.

Instruction to Bidders

5 Instructions to bidders

5.1 Cost of the empanelment

1. The Bidders shall be responsible for all the costs associated with the preparation of their proposal and their participation in the Empanelment Process. BARTI will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment Process.
2. The stamp duty (of Rs.500/-) payable for the contract shall be borne by the Bidder. The Empaneled Agency shall enter into a contract agreement with BARTI within 15 days from the date of issuance of letter of intent. All legal charges and incidental expenses in this respect shall be borne and paid by the empaneled bidder. The format for the same shall be provided by BARTI, Pune.

5.2 Bid Security

1. Unsuccessful Bidder's bid security will be discharged/returned within 30 days after the expiration of the period of tender offer validity prescribed by BARTI. In case of delay no interest is payable to any bidder.
2. The successful Bidder's bid security will be discharged/returned upon the bidder executing the Contract and furnishing the Empanelment guarantee. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity or in case of a successful Bidder, if the Bidder fails.

5.3 Completeness of the RFP Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information specified in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of proposal.

5.4 Bidders Inquiries

1. Bidders requiring any clarification on the RFP may notify BARTI in writing or by letter and/or e-mail. Queries should be sent in before the last date for submission of Pre-Bid Queries, in specified format. BARTI shall post queries and responses thereto on its website without identifying the source of queries. All queries and clarifications are to be raised in the format as given in Form VIII.
2. BARTI shall endeavor to respond to the queries within the period specified therein through letter/e-mail. However, BARTI reserves the right not to respond to any question(s) or provide any clarification(s), at its sole discretion, and nothing in these Clauses shall be taken or read as compelling or requiring BARTI to respond to any question or to provide any clarification.
3. BARTI may also on its own motion, if deemed necessary, issue interpretations and

clarifications to all Bidders. All clarifications and interpretations issued by BARTI shall be deemed to be part of the RFP. Verbal clarifications and information given by BARTI or its employees or representatives shall not in any way or manner be binding on BARTI.

5.5 Amendment of RFP

1. At any time prior to the deadline for submission of Proposals, BARTI may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
2. Any addenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of this RFP.
3. Any Addendum thus issued will be uploaded on the website <http://barti.maharashtra.gov.in> without identifying the source of queries.
4. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, BARTI may, at its own discretion, extend the timelines mentioned in RFP, having due regard for the time required by the Bidders to address such amendment.

Any modification and amendment in the RFP or the timelines as stated in RFP shall be uploaded on website <http://barti.maharashtra.gov.in> Prospective Bidders are requested to remain updated with regard to any addendum/ notices/ amendments/ clarifications etc. BARTI may not provide separate notifications for such addendum/ notices/ amendments / clarifications, etc. in the print media (press) or individually.

5.6 Empanelment Period

1. The empanelment through this RFP shall remain in force /valid for a period of One (1) year however, the BARTI reserves the right to amend / delete empaneled list based on time to time reviews of the performance of empaneled agencies.
2. The empanelment status would be renewed every year on the basis of:
 - a) The TSP continuing to meet the eligibility and qualifications criteria as required by the prevailing conditions for empanelment, or as may be amended by BARTI from time to time.
 - b) The performance of the TSP under the BARTI Domestic Worker Training program post empanelment process.
 - c) At the time of empanelment renewal, documentary support for eligibility qualifications and credentials must be furnished to BARTI as requested.
3. BARTI may also float RFP / RFPs for augmenting the list of empanelment agencies.
4. Empanelment with BARTI does not guarantee any form of income / award of work / retainer fees.

5.7 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, translation of the same in English language is to be duly attested by the bidder and submitted.

5.8 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

5.9 Submission of Bids

The bidders should send the complete proposal in following address:

Postal Address:

Project Director, Special Cell,
Dr. Babasaheb Ambedkar Research and Training Institute (BARTI)
28, Queens Garden, Near Residency Club, Old Circuit House, Camp,
Pune, 411001

The proposal shall include following documents:

The documents accompanying the Proposal shall be numbered serially and placed in the order mentioned below, along with this checklist:

TABLE 2

SN	Description	Reference
1	Cover Letter with the Bid	Form-I
2	Self-Declaration on not being blacklisted	Form-II
3	Bidder Details (Pre-Qualification Criteria)	Form-III
4	Technical Capability Statement	Form-IV
5	Financial Capability Statement	Form-V
6	District and Sector Preferences	Form-VI
7	Authorization for Signing of Bid	Form-VII
8	Pre-Bid Queries (if any)	Form-VIII

The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

5.10 Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
2. During validity of the Proposal, or its extended period, if any, the Bidder increases his quoted prices.
3. Proposal is not accompanied by the RFP fee and Bid Security
4. The Bidder qualifies the Proposal with his own conditions.
5. Proposal is received incomplete.
6. Proposal is received after due date and time.
7. Proposal is not accompanied by all the requisite documents.
8. If the Bidder provides quotation only for a part of the Project.
9. Bidder tries to influence the Proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the Bid process.
10. Prior to evaluation of Proposals, BARTI shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - it is received by the Proposal Due Date including any extension thereof;
 - it is accompanied by the Processing Fee;
 - it does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof.
11. BARTI reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BARTI in respect of such Bid.

5.11 Bid Opening

1. Envelope A Containing Bid Security, Pre-Qualification shall be opened initially in the presence of bidders and if qualified in Pre-Qualification criteria, and after confirmation of Bid Security and tender fee, only then Envelope B of the qualified bidders only shall be opened.
2. Envelope B containing the Technical and Financial Proposal shall be opened in the presence of the bidder/ representatives of bidder who choose to attend, at the address, and confirm their presence on the date and time mention by BARTI specified in the RFP.

If at any time during the evaluation process BARTI requires any clarification, it reserves the right to seek such information from any or all of the Bidders and the Bidders will be obliged to provide the same with supporting documents in the specified time frame.

5.12 Evaluation Process

Bid Evaluation Committee

1. The Bid Evaluation Committee constituted by the BARTI shall evaluate the bids.
2. The Bid Evaluation Committee shall evaluate the submitted proposal submit its recommendation to Director General, BARTI whose decision shall be final and binding upon the bidders.

5.13 Eligibility Criteria for bidders

BARTI shall verify whether the Bidder meets the specified pre-qualification criteria to decide eligibility.

SN	Eligibility Criteria	Supporting document
1	The Bidder must be a legal entity in the form of Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust / Association / Educational Institution	Copy of Certificate of Incorporation / Registration Certificate
2	The Bidder should have been operational in India since last 3 years from date of issue of RFP	Copy of Certificate of Incorporation / Registration Certificate
3	The Bidder must have an annual average turnover of more than INR 1 crore in last 3 financial years. (2013-14, 2014-15, 2015-16).	Audited Financial Statement
4	The bidder should be affiliated to Domestic Worker Sector Skill Council (DWSSC) and/ or National Skill Development Corporation (NSDC)	Valid Memorandum of Understanding/ Certificate of Affiliation
5	An eligible Bidder must not have been blacklisted by any State Government/ Central Government / Donor Agency.	Self-Declaration signed by authorized signatory.

Bidder to submit all the relevant forms as per the requirement

5.14 Technical Qualification Criteria for bidders

SN	Evaluation Criteria	Supporting document
	ORGANIZATIONAL COMPETENCE	
TQ 1	Number of years of operation of the bidder from the date of issue of this RFP	Certificate of Incorporation
TQ 2	Average turnover over last three (3) years	Audited Financial statement
	PAST EXPERIENCE	
TQ 3	Experience of working with Central / State department/s in the field of skill development (for the year 2015-16)	Work orders / Completion certificates from the relevant program
TQ 4	Actual number of candidates trained (for the year 2015-16)	Work orders / Completion certificates from the relevant program

SN	Evaluation Criteria	Supporting document
	TRAINING CAPABILITIES	
TQ 5	Experience of conducting trainings for domestic workers.	Work orders / Completion certificates from the relevant program
TQ 6	Actual number of candidates trained and certified for DWSSC	Completion Certificate / any other relevant supporting documents from DWSSC
TQ 7	Indicative syllabus which will be covered for the training	Syllabus and Session Plan

5.15 Evaluation and Selection of Bidders for Empanelment

1. Bidders who qualify the minimum eligibility criteria as specified in the Pre-qualification criteria are eligible for Technical Evaluation.
2. The Technical Proposal will be opened followed by the Financial Costing Proposal which is a part of Envelope B.
3. Bidders who qualify in Technical Evaluation criteria will be informed by BARTI for further evaluation process, and the shortlisted bidders may be invited for making a Technical Presentation before the Bid Evaluation Committee.
4. Prior to sanction of work, there may be further consultations with empaneled TSPs. The performance of Empaneled TSPs shall be assessed bi-annually at the time of empanelment renewal and the value of work order sanctioned (if any) for the subsequent year shall be in accordance with the performance.

Financial Clause and Payment Terms

6 Financial Clause and Payments Terms

6.1 Financial Costing

TSP to quote the total training cost in a format as specified in Form VI.

6.2 Payments Terms

In accordance with the prevailing Common Norms, funds shall be released to TSPs as per the following schedule:

TABLE 3 PAYMENT TERMS

Installment	Payment Schedule	Criteria	Amount to be released
First	After 3 days from start of the batch.	Submission of candidate's application, selection and joining data and successful validation of candidate	50% amount of the total eligible project cost per trainee per batch
Second	After 3 days from end of batch	Submission of attendance report, issue of certificates.	50% amount of the total eligible project cost per trainee per batch

General Conditions of Contracts

7 General Conditions of Contracts for both bidders

Governing Law

The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.

Confidentiality

- a) Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising BARTI in relation to, or matters arising out of, or concerning the Empanelment Process.
- b) BARTI will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BARTI may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or BARTI.

Taxes and Duties

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed.

Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by BARTI. A bid valid for a shorter period shall be rejected by BARTI as non-responsive. In exceptional circumstances, prior to the expiration of the bid validity period, BARTI may request Bidders to extend the period of validity of their Bids.

Change in Laws and Regulation

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

Fraud and Corruption

BARTI requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, BARTI defines, for the purpose of this provision, the terms set forth as follows:

- 1 "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- 2 “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 3 “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- 4 “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 5 “Obstructive practice” is
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a BARTI investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - Acts intended to materially impede the exercise of BARTI’s inspection and audit rights.

If it is noticed that the Bidder has indulged into Corrupt / Fraudulent / Collusive / Coercive / Obstructive practices,

- a. It will be a sufficient ground for BARTI to terminate the contract and initiate black-listing of the bidder.
- b. It will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract.

Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of BARTI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify BARTI in writing of such condition and the cause thereof. Unless otherwise directed by BARTI in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Change orders and Contract Amendments

BARTI may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:

1. The place of service delivery.
2. The related services to be provided by the successful bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended as per mutual consent by the both involved parties. Any claims by the successful bidder for adjustment under this Clause must be asserted within 45 days from the date of the successful bidder's receipt of BARTI's change order.

Right to accept and to reject any or all Proposals

- 1 Notwithstanding anything contained in this RFP, BARTI reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2 Such misrepresentation/improper response as described herein shall lead to the disqualification of the Bidder.
- 3 In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by BARTI to the Bidder, without BARTI being liable in any manner whatsoever to the Bidder and such Bidder shall be blacklisted.

Termination

BARTI, at its discretion, can terminate the empanelment of an TSP earlier than the expiry of one (1) year period in the event of failure of TSP to remain eligible in view of prevailing eligibility conditions (as revised from time to time) or to perform as per contract deliverables or other relevant reason(s) given in writing to the TSP.

Payment upon Termination

BARTI may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the BARTI.

Applicable laws

- 1 The Contract shall be interpreted in accordance with the laws prevalent in India
- 2 Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to,

abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees/ officers/ staff/ personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- 3 Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Department will give notice of any such claim or demand of liability within reasonable time to the bidder.

General Terms of Proposal Submission

- 1 Each Bidder must submit a single proposal, irrespective of the number of sectors in which the Bidder wishes to get empaneled.
- 2 BARTI shall receive the proposal in accordance with the terms set forth in this RFP and other documents that may be provided by BARTI pursuant to this RFP as amended/clarified from time to time by BARTI.
- 3 Bidders shall not have a conflict of interest ("Conflict of Interest") that affects the Empanelment Process or any sanction of work that may follow. Any Bidder found to have a Conflict of Interest is liable to be disqualified.
- 4 Any misrepresentation shall lead to disqualification of the Bidder.
- 5 BARTI will not return any proposal or any information provided along therewith. BARTI reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of BARTI to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BARTI thereunder.

Failure to agree with the Terms & Conditions of the RFP

Failure of the bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of empanelment

Guidelines for filling Response to RFP

8 Guidelines for filling Response to RFP

8.1 Contents of the RFP

The following Schedules are part of this RFP

1. Schedule A - Preference list of locations/districts

8.2 Guidelines for Preparation of Pre-Qualification Proposal [Envelope A]

The Bidder shall submit the proposal in the formats specified in Section 12, inside a sealed envelope marked as: *“Proposal for Empanelment of Training Service Providers (TSPs) for Training to Domestic Workers”*. The envelope shall clearly indicate the name and address of the Bidder.

1. Tender Fee (Non-Refundable) of INR 2,000/- (Rupees Two Thousand only) in the form of Demand Draft payable in the name of Director General, BARTI, Pune. The demand draft should be from any of the Nationalized / Scheduled Bank.
2. Bid Security (Refundable) of INR 25,000/- (Rupees Twenty Thousand only) in the form of Demand Draft payable in the name of Director General, BARTI, Pune. The demand draft should be from any of the Nationalized / Scheduled Bank.
3. Copy of Certificate of Incorporation / Registration Certificate
4. Certificate of affiliation from DWSSC/NSDC
5. Covering Letter (Form-I)
6. Self-declaration of not being blacklisted (Form-II)
7. Pre-qualification criteria (Form-III)

8.3 Guidelines for Preparation of Technical and Financial Proposal [Envelope B]

The following documents need to be submitted in the prescribed format (wherever provided). Any deviations in format may make the proposal / bid liable for rejection.

1. Power of Attorney executed by the bidder authorizing the signing authority to sign/execute the proposal as a binding document (Authorization for Signing of Bid)
2. Authorization for Signing of Bid (Form-VII)
3. Bidders' Particulars (Form-IV & Form-V)
4. Areas of Interest-Geographical coverage and sector (Form-VI)
5. Documents to substantiate Technical criteria (Form-IV)

Both the envelopes shall be placed inside of a sealed envelope clearly marked **“PROPOSAL FOR EMPANELMENT OF TRAINING SERVICE PROVIDERS (TSPs) FOR TRAINING TO DOMESTIC WORKERS”** and submitted to:

Project Director, Special Cell

Dr. Babasaheb Ambedkar Research and Training Institute (BARTI)
28, Queens Garden,
Near Residency Club,
Old Circuit House, Camp,
Pune, 411 001

The following are the appendices attached as a part of this RFP:
The documents accompanying the Proposal shall be numbered serially and placed in the order mentioned below, along with this checklist:

TABLE 4

SN	Description	Reference
1	Cover Letter with the Bid	Form-I
2	Self-Declaration on not being blacklisted	Form-II
3	Bidder Details (Pre-Qualification Criteria)	Form-III
4	Technical Capability Statement	Form-IV
5	Financial Capability Statement	Form-V
6	Financial Costing and District Preferences	Form-VI
7	Authorization for Signing of Bid	Form-VII
8	Pre-Bid Queries (if any)	Form-VIII

8.4 Disclaimer

The information contained in this Request for Proposal ("**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Dr. Babasaheb Ambedkar Research & Training Institute (hereinafter "**BARTI**") is provided to interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by BARTI to interested parties who apply for empanelment (henceforth "**Bidders**") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("**Proposal**") for empanelment with Dr. Babasaheb Ambedkar Research & Training Institute for providing domestic worker training to SC women.

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

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

The issue of this RFP does not imply that BARTI is bound to empanel any Bidder(s) or select any Bidder(s) for any project. BARTI reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BARTI or any other costs incurred in connection with or relating to its Bid.

Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to BARTI. Such suggestions, after review by BARTI, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto BARTI website:

<https://barti.maharashtra.gov.in>

Schedules

9 Schedule

9.1 Schedule-A

Empanelment of TSPs shall be undertaken for the following locations (districts) and batches (Course) & target number of trainee to be trained under the Domestic Worker Training Program of BARTI:

TABLE 5

SN	Districts	Area	Targeted Number of trainees
1	Pune	Sasane Nagar, Hadapsar	40
2	Pune	Ramwadi, Vimannagar	40
3	Pune	Kamgar Putala Chowk, Shivajinagar	40
4	Pune	Camp	40
5	Nashik	Gorewadi	40
6	Nashik	Sant Kabir Nagar	40
7	Nagpur	Indiranagar	40
8	Nagpur	Rambag	40
9	Aurangabad	Bhim Nagar	40
10	Aurangabad	Jai Bhim Nagar	40

TSP is free to select all / any of the districts for this program and the costing will be proposing by TSP as per Form V.

Formats/Forms

10 Formats to be shared by bidders

Form – I

Format – Covering Letter

To,
Project Director
Special Cell,
BARTI, Pune

Dear Sir,

Subject: Proposal for Empanelment of Training Service Providers (TSPs) for Training to Domestic Workers

This is in response to the RFP issued by the BARTI (Ref No.) dated for the empanelment of Training Service Providers to impart domestic worker training to SC women.

We (*Name of the Bidder*) are keen to get empaneled with BARTI as Training Service Provider and hereby express our interest in being considered for the same.

We hereby confirm that:

- a) The RFP is being submitted by which is the “Bidder” in accordance with the conditions stipulated in the RFP.
- b) We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by BARTI and in any subsequent communication sent by BARTI. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from BARTI.
- c) The information submitted in our proposal is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our proposal. We acknowledge that BARTI will be relying on the information provided in the RFP and the documents accompanying such RFP for empanelment of Training Service Providers to impart domestic worker training in Maharashtra, and we certify that all information provided in the proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective

originals.

- d) We acknowledge the right of BARTI to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- e) We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.
- f) This RFP is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
- g) We understand that any work sanctioned in pursuance to the empanelment process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
- h) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized Representative and Signatory)

Note:

The Covering Letter is to be submitted by Company Secretary / Authorized Representative and Signatory on the organization's letterhead with his/her dated signature and seal.

Form - II

Self-Declaration for not being blacklisted

(Self-declaration on Company Letter head by Company Secretary/Authorized Representative and Signatory of the Bidder with his/her dated signature and company seal)

I/We, on behalf of.....(Name of Bidder), with its registered office at..... do hereby declare that the above-mentioned Bidder has not been blacklisted/ debarred by any State/Central Government authority / Donor Agency for breach on our part.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Form – III**Format – Bidder's Details for Pre-qualification**

(To be provided by Company Secretary or Authorized Signatory on Letterhead with his/her dated signature and company seal)

Company Profile of the Bidder:

SN	Information	Details
1	Name of responding bidder	
2	Address of responding bidder	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
4	Telephone number of contact person	
5	Mobile number of contact person	
6	E-mail address of contact person	
7	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	

Eligibility as per Pre-Qualification Criteria the bidder:

SN	Criteria Clause	Supporting Document/s	Page No.	Compliance (Y/N)															
1	Bidder must be a legal entity	Certificate of Incorporation / Registration																	
2	Bidder should have been operational since last 3 years																		
3	Average annual turnover*	<table border="1"> <thead> <tr> <th>SN</th> <th>Year</th> <th>Turnover (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>2015-16</td> <td></td> </tr> <tr> <td>B</td> <td>2014-15</td> <td></td> </tr> <tr> <td>C</td> <td>2013-14</td> <td></td> </tr> <tr> <td colspan="2">Avg. annual turnover (A+B+C) / 3</td> <td></td> </tr> </tbody> </table>	SN	Year	Turnover (in Rs.)	A	2015-16		B	2014-15		C	2013-14		Avg. annual turnover (A+B+C) / 3				
SN	Year	Turnover (in Rs.)																	
A	2015-16																		
B	2014-15																		
C	2013-14																		
Avg. annual turnover (A+B+C) / 3																			
4	Affiliation to DWSSC and/or NSDC**	Affiliation Certificate with date of validity for each sector where Bidder seeks to get empaneled																	
5	Bidder should not be blacklisted	Self-Declaration signed by authorized signatory																	

** Please include Audited Annual Statement/Auditor's certificate in the Annexure to the technical proposal.*

*** The entity holding DWSSC/NSDC affiliation must be the same as the entity applying as "Bidder" in response to this RFP who shall be the implementing agency for any work that may be sanctioned.*

Form-IV**Format - Technical Capability Statement**

SN	Eligibility Parameter	Supporting Document	Page No.
TQ 1	To be included as per the Pre- Qualification Criteria	As indicated in Form III	
TQ 2			
TQ 3	Experience of working with Central / State department/s in the field of skill development (for the year 2015-16)	Check Form IVA for the template	
TQ 4	Actual number of candidates trained (for the year 2015-16)		
TQ 5	Experience of conducting trainings for domestic workers	Check Form IVB for the template along with Work orders / Completion certificates from the relevant program	
TQ 6	Actual number of candidates trained and certified for DWSSC	Check Form IV C for the template along with Completion Certificate / any other relevant supporting documents from DWSSC	
TQ 7	Indicative syllabus which will be covered for the training	Attach as per your format and taking into consideration the Scope of Work as per Section V	

Form-IVA

Experience of the bidder in working with various State/Central departments in implementing skill development programs

Name of the Project	Project Funding Dept.	Cost of the Project	Date of commencement as per contract	No. of trainees trained	Designation & Contact number of officer to whom reference may be given

Form-IVB

Experience of the bidder in conducting trainings for domestic workers in India.

Name of the Project	Project Funding Dept.	Name of the Course	Date of commencement as per contract	No. of trainees trained	Designation & Contact number of officer to whom reference may be given

Form-IVC

Actual number of candidates trained and certified from DWSSC.

SN	Name of the Project	Sector	Course Name	No. of trainees trained	No. of trainees certified
1	<Project X>	<Domestic Workers SSC>	Course 1		
2	<Project X>	<Domestic Workers SSC>	Course 2		
3	<Project X>	<Domestic Workers SSC>	Course 3		
4	<Project Y>	<Domestic Workers SSC>	Course 4		
.					
10					

(Attach all relevant Work orders / Completion certificates supporting the information provided for Forms IV / IVA / IVB / IVC)

Form - V

Format – Financial Capability Statement

(Duly signed by the Authorized Representative and certified by a Chartered Accountant)

On the basis of audited financial statements, I/We hereby submit that
..... (Name of Bidder), having registered office at
....., has annual turnover, net profit / loss, net worth and annual
turnover, in past three consecutive financial years (2013-14, 2014-15 and 2015-16), as
follows:

SN	Financial Year	Annual Turnover (Lakhs)
1	2013-14	
2	2014-15	
3	2015-16	
4	Total	
5	Average	

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Note:

1. All supporting documents should be duly certified by a Chartered Accountant.

Form – VI

Format –Financial Costing and District Preference

(To be provided by Company Secretary or Authorized Signatory on Letterhead with his/her dated signature and company seal)

Financial Costing and Districts Preference

Bidders must assign Rank (1 to 10) to districts in order to show their district and quote the corresponding Training Costs (all inclusive) for each of the districts. Please note that the training center rentals and all other costs will be borne by the bidder and the total cost as indicated in the Table below includes this component

Rank	District	Total Cost (in Rs.) (all inclusive)
1	<i><District Name></i>	
2	<i><District Name></i>	
3	<i><District Name></i>	
4		
10		

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Form – VII

Format – Authorization

(On Company Letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to authorize Mr./Ms. _____ who is presently employed with us and/or holding the position of _____, for doing in our name and signing on our behalf all such acts, deeds and things as are required in connection with submission of our bid for “Empanelment of Training Service Providers to impart Domestic Worker Training in Maharashtra” including but not limited to signing and submission of all applications, bids and other documents, participating in Bidders' conferences and providing information / responses to BARTI or concerned Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with BARTI.

Signed on behalf of _____

(Signature)

(Name, Title and Address)

Form – VIII

Format -Pre-Bid Queries

Name of the Prospective Bidder / Agency:				
Contact Person:				
Designation:				
Address:				
Telephone No.:				
Email:				
SN	Reference Page No. in the RFP	Clause No.	Observation / Clarification sought	Suggestion by the Prospective Bidder / Agency
Note:				
Pre-Bid queries from Prospective Bidders will be accepted in this format only.				

----- End of Document -----