

REQUEST FOR PROPOSAL (RFP)

For

EMPANELMENT OF SKILL TRAINING PROVIDERS (STP) FOR EMPLOYMENT through SKILL TRAINING AND PLACEMENT (EST&P) COMPONENT OF MP-DAY-SULM IN MUNICIPAL COUNCIL DAMOH M.P.

Follow SkillReporter on Facebook Twitter LinkedIn Google

(RFQ No./N.P/NULM/EST&P/2018-19/1230 , Dated 24/04/2018)



DAY-State Urban Livelihood Mission (SULM)

**NEAR RAILWAY STATION MUNICIPAL COUNCIL DAMOH DISTT
DAMOH M.P 470661**

DAY State Urban Livelihood Mission (SULM), Madhya Pradesh

MUNICIPAL COUNCIL DAMOH NEAR RAILWAY STATION DISTT DAMOH M.P 470661

INVITING REQUEST FOR PROPOSALS (RFP) FOR EMPANELMENT OF SKILL TRAINING PROVIDERS (STP) FOR EMPLOYMENT THROUGH SKILL TRAINING AND PLACEMENT (EST&P) COMPONENT OF DAY-SULM IN

MUNICIPAL COUNCIL DAMOH

RFP No.

Date:

	Particular	Details
1	Name of the Client inviting RFP	CMO MUNICIPAL COUNCIL DAMOH
2	Name of the Assignment	INVITING REQUEST FOR PROPOSALS (RFP) FOR EMPANELMENT OF SKILL TRAINING PROVIDERS (STP) FOR EMPLOYMENT THROUGH SKILL TRAINING AND PLACEMENT (EST&P) COMPONENT OF DAY-SULM IN MUNICIPAL COUNCIL DAMOH
3	Date of Issue of RFP	24/04/2018
4	Availability of RFP Document:	26/04/2018
5	Date of Pre-bid meeting:	28/04/2018
6	Last date and time for receipt of RFP	11/05/2018
7	RFP cost	5000
8	For any further information Contact to	Mr. Raj Rohitas, City Mission Manager, Day-NULM Municipal Council Damoh Mob. -8770983548
9	Address for Submission of Proposal	Near Railway Station, Municipal Council Damoh,
10	Proposals received without cost of RFP, proposal / document will be rejected.	
14	CMO ULB/SULM reserves the all right to accept or reject any or all proposals without incurring any obligation to inform the affected applicants. The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per criteria mention in RFP Document.	

CMO/CITY PROJECT OFFICER(DAY-NULM)
MUNICIPAL COUNCIL DAMOH

Section 1 – Letter of Invitation

RFP No.

Date:

Letter of Invitation

1. State Urban Livelihood Mission (SULM), M.P., under Directorate Urban Administration Development, Government of Madhya Pradesh (GoMP) is implementing the DAY-National Urban Livelihood Mission (DAY-NULM) programme of Gol at State in 70 mission cities. The program is designed to provide sustainable livelihood to urban poor through skill training.
2. State Urban Livelihood Mission (SULM), MUNICIPAL COUNCIL DAMOH, M.P. (Hereinafter 'the Client') now invites proposals from reputed NSDC training partners for providing training, certification & placement to the urban poor (BPL) selected under DAY-NULM.
3. Skill sector wise bidder will be empanelled (as mentioned in the ToR). Bidders can choose skill sectors in their proposal. Skill sectors provided in the **Annexure-A**.
4. Bidders will be Empanelled for the financial year 2018-19
5. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
6. Empanelment of Skill Training Provider based of purely technical evaluation. The proposals will be evaluated based on the information provided by the bidder and the evaluation will be done as per detailed criteria mention in RFP Document. See Technical form-12(index for Bid)
7. The RFP includes the following documents:
 - 7.1 Letter of Invitation
 - 7.2 Instructions to Training Providers (including Data Sheet)
 - 7.3 Technical Proposal, for Standard Forms, see (**Technical Form 1 to 12**)
 - 7.4 List of Sector wise Courses, see **Annexure A**
 - 7.5 Terms of Reference (ToR), see **Annexure B**
 - 7.6 High Growth Skill Sector in <ULB/SULM>, see **Annexure C**
 - 7.7 Minimum Specification for Training Centre Infrastructure, see **Annexure D**
 - 7.8 Performance Guarantee to be submitted at the time of signing of MoA , see **Annexure E**
 - 7.9 Draft Memorandum of Agreement , see **Annexure F**
8. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Training Provider to check the validity of data included in this document.
9. Proposals received without cost of RFP, proposal / document will be rejected.
10. CMO MUNICIPAL COUNCIL DAMOH reserves the all right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s.

**CMO MUNICIPAL COUNCIL DAMOH ,
State Urban Livelihood Mission
Madhya Pradesh**

Table of Contents

1. INTRODUCTION.....	10
2. DATA SHEET	12
3. TERMS OF REFERENCE.....	18
4. ANTICORRUPTION	46
5. REQUEST FOR PROPOSAL (RFP) COST.....	46
6. EARNEST MONEY DEPOSIT:.....	46
7. PERFORMANCE GUARANTEE (PG), PENALTY AND LIQUIDITY DAMAGES	46
8. SELECTION OF SKILL TRADE/SECTOR.....	47
9. MAXIMUM NO. OF TARGET FOR THE TRAINING PROVIDER.....	47
10. SUBCONTRACTING OR FRANCHISING.....	47
11. CLARIFICATION OF RFP DOCUMENTS – PRE BID QUERIES.....	47
12. AMENDMENT OF RFP DOCUMENTS	47
13. PREPARATION OF PROPOSALS	48
14. SUBMISSION INSTRUCTIONS	51
15. VALIDITY OF THE PROPOSAL:.....	51
16. EVALUATION OF PROPOSALS	51
17. UNDUE INFLUENCE	51
18. FINALIZATION OF THE EMPANELMENT LIST:.....	52
19. NEGOTIATIONS /CLARIFICATION.....	52
20. SIGNING OF CONTRACT / AGREEMENT	52
TECHNICAL FORM-1: TECHNICAL PROPOSAL SUBMISSION FORMS	54
TECHNICAL FORM-2 : DETAILS OF THE BIDDER.....	55
TECHNICAL FORM-3: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION	57
TECHNICAL FORM -4 : LEGAL CONSTITUTION & NUMBER OF YEARS OF EXISTENCE	59
TECHNICAL FORM-5 : FINANCIAL STANDING (ANNUAL TURNOVER).....	60

TECHNICAL FORM -6 : ORGANIZATION ACCREDITATION EMPANELMENT/REGISTERED AS NSDC PARTNER/NCVT/GOVT INSTITUTION	61
TECHNICAL FORM-7 : DETAILS OF THE CANDIDATES TRAINED BY THE BIDDER IN APPLIED TRADE.....	62
TECHNICAL FORM - 8 : DETAILS OF THE CANDIDATES PLACEMENT/ EMPLOYMENT AFTER TRAINING IN APPLIED TRADES BY THE BIDDER	63
TECHNICAL FORM - 9 : COMPANY TIE-UPS FOR PLACEMENTS.....	64
TECHNICAL FORM-10 : TRAINING CENTRE FACILITIES.....	66
TECHNICAL FORM-11 : QUALIFIED TRAINERS.....	67
TECHNICAL FORM-12 : INDEX FOR BID	69
ANNEXURE - A : LIST OF SECTOR WISE COURSES.....	73
ANNEXTURE: B TERMS OF REFERENCE (ToR) AND TRAINING PROVIDERS PERSONNEL SCHEDULE.....	74
ANNEXURE C : HIGH GROWTH SKILL SECTOR IN ULB/SULM	83
ANNEXURE D: MINIMUM SPECIFICATION FOR TRAINING CENTRE INFRASTRUCTURE	84
ANNEXURE E: FORMAT FOR PERFORMANCE GUARANTEE.....	85
ANNEXURE F: DRAFT AGREEMENT/MoU.....	87

DISCLAIMER

- 1.1. Though adequate care has been taken in the preparation of this Request For Proposal Document, the Bidder should satisfy himself/herself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned officer immediately. If this office receives no intimation of discrepancy within the date mentioned, it shall be deemed that the Request for Proposal Document is complete and final in all respects.
- 1.2. This RFP is neither an agreement nor an offer by the ULB/SULM to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposal for empanelment pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the ULB/SULM in relation to the Employment through Skill Training & Placement(EST&P). Neither ULB/SULM, nor do their employees or consultants, make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for ULB/SULM to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Some of the prospective Bidders may have a better knowledge of the Programme than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
- 1.3. Information provided in this RFP to the Bidders 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 ULB/SULM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.4. Neither ULB/SULM nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Programme, the information and any other information supplied by or on behalf of ULB/SULM or their employees, any consultants or otherwise arising in any way from the selection process for the Programme.
- 1.5. ULB/SULM also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

- 1.6. ULB/SULM reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever.
- 1.7. ULB/SULM reserves the right to change /modify/alter/amend any or all of the provisions of this Request for Proposal.
- 1.8. ULB/SULM shall have no liability for non-receipt of any communication from the Bidder to ULB/SULM and vice-versa due to postal delays or otherwise.
- 1.9. The issue of this RFP does not imply that ULB/SULM is bound to select and short-list the Bidders for Empanelment or award work to the empanelled Bidders, as the case may be, for the programme and ULB/SULM reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.
- 1.10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ULB/SULM or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and ULB/SULM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Chief Municipal Officer
Municipal Council Damoh
MP-DAY-State Urban Livelihood Mission
DUAD, Govt. of M.P.
(Municipal Council Damoh
Near Railway Station Distt Damoh M.P 470661)
Tel. No....., Fax No.
Email.id: cmodamoh@mpurban.gov.in

LIST OF ABBREVIATIONS

BPL	Below Poverty Line
MD	Mission Director
COD	Commercial Operations Date
ULB/SULM	Urbal Local Body(Nagar palik Nigam/Nagar Palika Parishad)
Gol	Government of India
GPA	General Power of Attorney
LoA	Letter of Award
MoA	Memorandum of Agreement
PD	Project Director
PO	Project Officer
M.P.	Madhya Pradesh
MP-DAY-SULM	Madhya Pradesh-Deendayal Antyodhya Yojana-State Urban Livelihood Mission
RFP	Request for Proposal
DAY- NULM	Deendayal Antyodaya Yojana- National Urban Livelihoods Mission
SHGs	Self Help Groups
STP	Skill Training Provider
SMM	State Mission Manager
CMM	City Mission Manager
CMMU	City Mission Management Unit
STP	Skill Training Provider
EST&P	Employment through Skill Training & Placement
SULM	State Urban Livelihood Mission
CMO	Chief Municipal Officer (of Nagar Palika Parishad)
NSDC	National Skill Development Corporation
ToR	Terms of Reference
MoU	Memorandum of Understanding
RO	Resource Organization

NOC	National Objection Certificate
NOS	National Occupational Standard
NSQF	National Skills Qualification Framework
SSC	Sector Skill Council
DGET	Director General of Entrepreneurship & Training
RDAT	Regional Director Apprenticeship & Training
OJT	On Job Training
SC	Schedule Caste
ST	Schedule Tribe
PWD	Person with Disability
MoHUPA	Ministry of Housing & Urban Poverty Alleviation
MIS	Management Information System
NSDA	National Skill Development Agency
ToT	Training of Trainers
ITES	Information Technology Enabling System
UADD	Directorate Urban Administration & Development
MES	Modular Employable Skill
NEFTS	National Electronic Fund Transfer System
EMD	Earnest Money Deposit
PG	Performance Guarantee
DD	Demand Draft
NCVT	National Council for Vocational Training

INSTRUCTIONS TO BIDDER (SKILL TRAINING PROVIDERS - STP)

1. INTRODUCTION

- 1.1 The Training Providers are invited to submit a Technical Proposal only for Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of DAY-SULM in Municipal Council Damoh Madhya Pradesh. The skill training provider means Bidder or Agency or Institution. The Proposal shall be the basis for contract and ultimately for a signed Contract with the selected Training Provider.
- 1.2 The Training Provider shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Training Provider.
- 1.4 CMO Municipal Council Damoh, reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- 1.5 In case, due date for submission of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- 1.6 Any change/modifications/alteration in the tender documents by the Bidder shall not be allowed and such tender shall be liable for rejection.
- 1.7 For amendment, if any, please visit www.mpurban.gov.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site . Municipal Council Damoh shall have no responsibility for any delay/omission on part of the bidder.

Follow SkillReporter on Facebook Twitter LinkedIn Google

2. DATA SHEET

Sl.No..	Particulars
1	Name of the Client: CMO Municipal Council Damoh
2	Method of selection: Technical selection (based work experience)
3	Technical proposal should be submitted in separate envelop: Yes Title of Service is: Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of DAY-SULM in Damoh Madhya Pradesh
4	The Client Representative is: CMO Municipal Council Damoh, DAY-State Urban Livelihood Mission (SULM), Madhya Pradesh,
5	Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet.
6	A non-refundable RFP Cost should be provided with Technical Proposal: Yes If Yes, the amount of the RFP Cost is Rs 5000.
7	Earnest Money deposit should be provided with Technical Proposal: Yes If Yes, the amount of the emd Cost is Rs 50000/- (Fifty thousand only)
8	A Performance Guarantee in the form of Bank Guarantee is to be submitted by the empanelled Bidder Up to signing of Contract/Agreement: Yes If yes, the performance guarantee amounting Rs.....(mentioned below) during signing of agreement/contract. Bank Guarantee will be made in the name/favor of the "favor of cmo nagar palika parishad damoh" at the time of agreement award.
9	Currency for Proposals is: Indian Rupee
10	The Training Provider must submit the one original copy of the Technical Proposal.
11	Essential Eligibility Criteria for Skill Training Providers : The interested entities / bidders to submit the proposal for the purpose of " Empanelment of Skill Training Providers (STP) for Employment through Skill

Training and Placement (EST&P) Component of NULM in Madhya Pradesh shall be registered as NSDC partner must fulfill the following pre-requisites:

1. The second party should have been registered in India for a period of 3 years (as on.....).
2. The bidder should be registered/empanelled as NSDC partner (Technical Form-6)
3. The average annual turnover for the previous 3 financial year should be minimum Rs 50 lakhs from skill training/entrepreneurship development trainings. Second party should provide audited financial statements along with all schedules in their technical proposal.
4. Second party should have trained & placed in applied sector/course at least 500 candidates for the last 2 financial year. The agency should submit relevant experience certificates clearly indicating the number of candidates/beneficiaries trained.
5. The second party should not have been punished by any court of law, found defaulter, Blacklisted by any State, Centre Government or any other public sector undertaking or a Corporation as on the date of bid. An undertaking to this effect should be submitted by the authorized signatory.
6. Second party should have minimum infrastructure as prescribed in NSQF course curriculum or NSDC/DGET norms.
7. The second party should must have 70% placement tie-ups in applied trade/course.
8. Second party should have sufficient quantity of trainer, who posses requisite qualification and experience as prescribed .
9. No application shall be considered for empanelment, who do not have above requisites qualification.

Second party should provide sufficient documentary evidence of compliance against the above eligibility criteria in the technical proposal mentioned in the **'evaluation methodology'**.

2.1 PROPOSAL EVALUATION METHODOLOGY :

EVALUATION OF THE PROPOSALS WILL BE DONE BY THE SELECTION COMMITTEE AS THE FOLLOWING PARAMETERS MENTIONED BELOW:

Criteria of evaluation of technical proposal	
1.	Existence of Organization
2.	Financial Performance of Organization (Average annual turnover of last 3 financial years)
3.	Organization accreditation empanelment/registered as NSDC partner/NCVT/ Govt institution
4.	Skill Training Experience (last 2 financial year ending of month)
5.	Placement/Employment linkages experience (last 2 financial year ending of month.....)
6.	Company Tie-Ups/agreements for Placements
7.	Training Centre & facilities:
8.	Qualified Trainers

2.2 EVALUATION CRITERIA:

Those organizations, which qualify for qualification criteria shall only be evaluated further. The scoring & evaluation criteria to be used for evaluation shall be as follows:

S.No.	Category	Marks	Criteria
1	Existence of organization	5	<ul style="list-style-type: none"> ➤ If organization is existing for more than 3 & less than 5 years :- 3 marks ➤ More than 5 years :-5 marks
2	Financial capacity of the applicant	15	<p>Average turnover last 3 years :</p> <ul style="list-style-type: none"> ➤ 50 lakh to 1 crore : 10 marks ➤ More than 1 cr to 2.5 crore: 15 marks ➤ More than 2.5 crore : 20 marks
3	Similar experience (No. of candidates trained in applied sector/trade in last 2 years)	20	<ul style="list-style-type: none"> ➤ 500 to 749 candidates : 10 marks ➤ 750 to 999 candidates : 15 marks ➤ More than 1000 candidates: 20 marks
4	Placement provided in applied trade during last 2 years.	30	<ul style="list-style-type: none"> ➤ More than 50% & less than 60% :- 10 marks ➤ 60% & less than 70% :- 20 marks ➤ More than 70% :- 30 marks
5	Placement tie-ups & agreement with employer in applied trades.	20	<ul style="list-style-type: none"> ➤ More than 60 to 70% of proposed batch strength :- 10 marks ➤ More than 70% to 80% of proposed batch strength :-15 marks ➤ More than 80% of proposed batch strength :-20 marks
6	Team Experience	10	<ul style="list-style-type: none"> ➤ ULB/SULM shall standardize based on NSQF standard the minimum no. of resource person requisite educational qualification & experience required in applied trade. Based on requisite educational qualification & experience of resource person should be awarded marks.
	Proposals must be submitted no later than the following date and time : 11/05/201 up to 5:00 PM		
	Address for submission of Proposals: CMO Municipal Council Damoh Near Railway Station Distt Damoh M.P 470661 Email.id: cmodamoh@mpurban.gov.in		

Follow SkillReporter on Facebook Twitter LinkedIn Google

2.3 SELECTION OF TRAINING PROVIDER:

First of all pre-eligibility should be evaluated & those who qualified pre-eligibility criteria shall be evaluated on methodology prescribed as per **Clause 2.1**

Based on evaluation the minimum qualifying marks to empanel any agency will be 60%.

Wherever more than one training provider has participated in empanelment process than one whose technical score is highest shall be variably empanelled. If no. of training are more than the capacity of training provider with highest technical score than the surplus training can be awarded to the next highest technical score partner. In no case training provider with less than 60% of technical score shall be empanelled for the trainings.

3. TERMS OF REFERENCE

3.1 BACKGROUND OF PROJECT:

Ministry of Housing & Urban Poverty Alleviation launched Deendayal Antyodaya Yojana- 'National Urban Livelihoods Mission' (DAY-NULM) from 1st October 2013 to reduce poverty and vulnerability of the urban poor households. The national skill development policy 2015 GoI states that the demand for skilled person by 2022 is about 109.73 million additional skilled human resources across 24 key sectors.

The Employment through Skill Training and Placement (EST&P) component under DAY-NULM is designed to provide skills to the unskilled urban poor (BPL) as well as to upgrade their existing skills. The programme will provide for skill training of the urban poor enabling to set-up setting up self-employment ventures and jobs placement in the private sector. The EST&P programme intends to fill the gap between the demand and availability of local skills by providing skill training programs as required by the market.

3.2 OBJECTIVE:

The broader objective of the Employment through Skill Training & Placement (EST&P) program is :

1. To provide an asset to the urban poor (BPL) in the form of skills for sustainable livelihoods.
2. To increase the income of urban poor through structured, market-oriented certified courses that can provide salaried employment and / or self-employment opportunities which will eventually lead to better living condition and alleviation of urban poverty on a sustainable basis.
3. Ensure inclusive growth with increased contribution by skilled urban poor to the National Economy.

Skill development under EST&P is defined as any domain specific demand led skill training activity leading to employment or any outcome oriented activity that enables a participant to acquire a skill dully assessed and certified by an NSQF

approved independent third party agency, and which enables him/her to get wage /self-employment leading to increases earning and/or improved working conditions, such as getting formal certification for hitherto informal skills, and/or moving from informal to formal sector jobs or perusal higher education/training.

3.3 UNDER SKILL DEVELOPMENT PROGRAMMES THREE TYPES OF TRAINING CAN BE PROVIDED :

- a. Training to fresh entrants to the job market.
- b. Re-skilling or skill up-gradation of persons already engaged in an occupation.
- c. Formal recognition and certification of persons who have acquired skills through informal, non-formal or experiential training in any vocational trade or craft, after imparting bridge course, if necessary.

3.4 SCOPE OF THE WORK :

1. It is envisaged that a comprehensive support to the poor in the promotion of employment will enhance the employability through imparting skill development trainings in market led courses, (based on demand) and support them in getting placement and post placement handholding to sustain employment. It is also envisaged that it will follow a market oriented approach to create employment in collaboration with private sector.
2. The Training Provider will work closely with SULM, ULB/SULM and Resource Organizations (RO). The Training Provider will work closely with ULB/SULM & RO in the process of identification and mobilization of potential youth for skill training..
3. The ULB/SULM will develop and finalize required formats for periodic reporting and periodicity of reporting for key deliverables and output outlined.
4. The Training Provider will undertake detail assessment of current key documents including DAY-NULM mission documents, operational guideline, existing training

curriculum for skills, NSDC and NOS guidelines to understand and modify the training curriculum as appropriate.

5. Based on the review of the existing skills training curriculum, the Training provider will update and improve the training curriculum as per the market demand in consultation with the key stakeholders including industry.
6. Training Provider will impart training to the identified candidates on NSQF compliant courses for minimum 200 hours (including practical and/or on job training) for technical training and soft skill (which would include computer literacy, language and work place inter-personal skills relevant for the sector/trade. Additionally inputs should also be given on financial literacy (saving, credit subsidy, remittance, insurance and pension) and entitlement of poor under other components of DAY-NULM and other central/state schemes for social benefits and poverty alleviation.
7. The Training provider will provide counseling and handholding support to the candidate for placement and during placement minimum up to 1 year ensure retention. Similar support should also be provided for candidates opted for self-enterprise. Support may include assistance in providing access to credit linkages, developing bankable proposals etc.
8. The Training provider will establish a robust monitoring feedback mechanism to provide and update progress on a regular basis.
9. Ensure placement as per employment through Skill, Training and Placement (EST&P) Guideline issue by MoHUPA & shall provide minimum 70% placement of successful candidates within three month of completion of training.

3.5 ROLE & RESPONSIBILITY OF STAKE HOLDER:

Here first party/SULM known as Municipal Council Damoh (ULB) and Second Party Known as Skill training Provider/Training provider. Role & responsibility details are given below:

3.5.1 The services to be performed by ULB/SULM (First party/SULM shall be as under):

1. To identify and counsel the suitable unemployed urban youth based on their qualification, aspirations, mobility skill gap etc. and provide the list of suitable candidates to the training center.
2. To carry out skill gap analysis to identify courses with employment potential.
3. To empanel the 3rd Party Certifying Agency for assessment and allot to the batches of the Second Party as per ULB/SULM guidelines.
4. To release of payments within 30 days, 4 all deliverables or milestones are achieved.
5. Appoint a nodal officer to supervise day to day basis.
6. To monitor and assess quality of training and ensure trainings held as per agreement & guideline of DAY-NULM with second party

3.5.2 The services to be performed by Skill Training Provider (Second Party) shall be as under:

1. Undertaking market scanning to assess employment potential and tying-up for Placements in reputed Industries prior to starting the batches to be trained. It should only start the course, when forward linkages for placement up to 70 % of batch strength are ensured.
2. Structuring the required training & skill up gradation inputs based on standards approved by ULB/SULM guidelines of DAY-NULM and as per requirement of the industry.
3. Maintaining the sources & infrastructure required for training & skill up gradation in adequate quantity & quality.
4. Setting up own centres with prescribed infrastructure as given NSDC/DGET against the course in the proposed towns.

5. Imparting training in the identified employment sector as per the agreement.
6. Providing soft skills as per the inputs indicated in **item-4 in Appendix-II**.
7. Ensuring the quality in the training as per the NSQF level standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.
8. Undertaking regular assessments during training and updation in Gol MIS portal.
9. Beside direct placement an additional training can be provided in form of apprenticeship or on the Job Training (OJT) to the trainees.
10. Coordinating with potential employers and industrial networking for Placement.
11. Providing placements for all the trained candidates.
12. Facilitating opening of basic saving bank deposit account and aadhar card for such of the candidate who do not have a bank account/aadhar card.
13. Maintain record of information like appointment letter, pay package / remuneration/ payslip, bank statement detail as provided of salary etc of the candidates provided with wage employment and submit to ULB/SULM.
14. Placement of trained urban poor candidates with special focus on Women, SC, ST, Minorities & PWDs.
15. Post placement counselling and retention for at least 12 months.
16. Devising extracurricular activities for wholesome personality development of trainees after the training hours.
17. Develop and maintain online Management Information System (MIS) for recording information of all candidates including contact details, bank account details, aadhar card no. status of assessment and certification, status of placement etc., on MIS portal.
18. Update the information of the candidates in the national MIS for NULM portal as specified by the MoHUPA MIS for EST&P Portal as specified by DAY-SULM. (<http://nulm.gov.in>), within a week of every entry is due to be updated.

19. To carry out any other task as assigned by SULM and ULB/SULM.

Follow SkillReporter on Facebook Twitter LinkedIn Google

3.6 TRAINING CAPACITY & WORK ORDERS

1. The Second Party shall provide services to the First party/SULM for the Courses in the Sector/s as detailed in **Table 1 of Appendix - II** and provide dedicated training capacity as detailed therein.
2. A training plan shall be submitted on a yearly basis indicating the tentative number of candidates to be trained and placed ULB/SULM wise, sector-wise and course-wise.
3. Target of training shall be as decided by ULB/SULM.
4. Work orders will be issued to the Second Party based on basis of selection criteria.
5. The Second party shall comply with and conform to the Training Programme Content as approved by the First party/SULM, including but not limited to:
 - a) Compliance with the concerned Certification Norms as prescribed by NSDA in NSQF level.
 - b) Infrastructure Standards as specified **Table1 in Appendix-I**.
 - c) Adherence to Minimum batch strength, placements norms, time lines in implementation and biometric attendance etc., as specified.
 - d) Programme Specifications stipulated from time to time.

3.7 TRAINING & PLACEMENT PROCESS:

The Second Party shall follow the following process to ensure that the Scope of Service specified above is carried out:

1. The Second Party shall set up the training center with necessary infrastructure, trainers and relevant equipment in place to the satisfaction of first party/SULM before start of the training Program.
2. No franchise center or subletting of training is allowed and if found that any training provider has franchised or sublets assignment then severe action such as termination

of contract, black listing and any other punitive action as decided by first party/SULM would be taken against the Skill Training Provider.

3. Training of Trainers (ToTs) to the Trainers should be conducted before positioning them at the center.
4. The trainers should be suitably qualified with relevant experience to the satisfaction of first party/SULM and should undergo ToT.
5. The list of trainers as **Table-4, Appendix-I** whose CVs are evaluated cannot be replaced without prior permission of first party/SULM & replacement will be subject to clause 2.23 (B-IV)
6. The Second Party shall put in place a dedicated and qualified Training Coordinator and his/her contact details shall be uploaded in the NULM MIS portal.
7. The Second Party shall identify placements for the trainees and communicate the same to the First party/SULM for approval before freezing the batch for inception.
8. The Second Party shall provide training to the youth in the identified employment sector, and shall ensure minimum 80% attendance and participation of the candidates in the Training Programme.
9. Meeting with parents should be arranged by the Second Party thrice (before selection, during training & at the time of placement)
10. Duration of all courses should be minimum of 3 months or 200 hours and depending on the trade and course module, duration may vary.
11. The Second Party shall provide
 - a. Soft skills, basic communication skills (in English), basic computer skills for other than ITES sector
 - b. personality & career development etc.,

- c. Orientation and awareness on various aspects of financial literacy i.e. savings, credit, subsidy, remittance, insurance etc.,
 - d. Information regarding other Govt. schemes (including other components of NULM) and entitlements for poverty alleviation to the trainees.
12. The soft skills training should be for an hour per day.
 13. Weekly internal assessment of the trainees should be done by conducting exams and report the same to ULB/SULM.
 14. ID cards, Timetable and Training material to be handed over to the trainees within 5 days after commencement of the training.
 15. Aadhar based Bio-metric attendance to be maintained and to be taken at starting and ending of the session on each day of training apart from attendance in NULM Log in and manual attendance. The bio-metric attendance should be integrated with E-nagar palika for real time feed back to first party/SULM.
 16. Special attention to be devoted for such of the trainees who are lagging behind in learning.
 17. Day wise Session plan to be displayed at the center.
 18. The Second Party should ensure that all candidates are qualified in the assessment.
 19. The Second Party is responsible for re-training and re-assessment if any candidate fails in assessment and such cost for unsuccessful candidates shall be borne by the Second Party.
 20. Industry interface to be provided by facilitating guest lecturers from the employers and arranging exposure visits.
 21. Trainees should be readied for the interviews by conducting mock-interviews, preparation of Resumes before sending for the placements.

22. The Second Party shall ensure that placements are provided to the trainees completing the training successfully with assured monthly salary as per the minimum wages act and industry standards.
23. The Second Party shall continue to track and counsel the placed trainees for at least for one year from the date of placement.
24. SULM & ULB reserve rights to ask for any corrections/ amendments/modifications if they find it necessary to maintain proper standard of trainings & shall be binding on second party without any cost.

3.8 INFRASTRUCTURE

- 1) The Second Party shall ensure that all the training centers are well equipped with all basic infrastructure required for providing quality training. The training centre proposed shall be completely dedicated to the First party/SULM. The minimum training centre infrastructure required is detailed in **Table-1, Appendix -I**.
- 2) The Second Party shall ensure that the minimum IT Infrastructure specified in **Table 2, Appendix -I** should be available with all the Training Centers.
- 3) Minimum infrastructure and equipment of practical lab should be available as mentioned in NSQF approved curriculum. Skill training partner should listed the details in **Table 3, Appendix-I**. The infrastructure should be of sufficient quantity & quality to cater number of candidates in a batch as per NSQF standard.
- 4) The Second Party shall ensure that the minimum course wise tool kit specified in **Table 3, Appendix-II** be available in the Training Center.
- 5) In training centers it will be ensured that
 - a. Every training centre should have Name Board which specifies that it is a First party/SULM training centre as specified Further, Stickers, Posters and any other

information to be displayed as desired by the First party/SULM. **Table-5 of Appendix-I Display Material at the Training Center**

- b. Separate wash rooms for girls and boys, Training hall with 40 chair capacity, 3-phase power, white board, ventilation, fans, purified water, first aid kit , generator, fire extinguisher etc should be provided in the center.
- c. The cleanliness of the training centers during the training period and no material of explosive nature are kept.

- 6) The Second Party shall ensure that for any computer related courses it should be 1:1. and other courses training centre capacity is calculated on the basis of trainees. Further, The Second Party shall ensure that every trainee in its Lab shall acquire required skills without fail. However the ratio may be modified by the First party/SULM as per the exigencies.

3.9 TRAINING

- 1) The Second Party shall ensure that training programmes are conducted compulsorily for the stipulated period of minimum 3 months or minimum 200 hours and the actual training session should start at 9.30 AM and end at 5.30 PM. Further the Second Party shall ensure that:
 - a) The Trainers & field staff of the Second Party should undergo one day orientation to be organized the First party/SULM
 - b) The class room strength shall not exceed 40 candidates to facilitate effective training.
 - c) Trainees shall be assessed as per the curriculum and graded.
 - d) Trainers to give training, counseling and mentor the trainees as per the guidelines of the programme.
 - e) The trainees who are lagging behind should be given special attention.

- f) The printed training material should be in bi-lingual language (Hindi & English both) for each course shall invariably be provided to the trainee within 5 days from the commencement of training.
- g) The day wise, hour wise schedule shall be adhered to.
- 2) The Second Party shall provide extensive training in courses as described in **Table 1 of Appendix - II** in technical skills (both theory and practical), Communication skills, Exposure to concerned industries / organizations make the trainees work-ready which makes the trainee employable with minimum guaranteed job skills as prescribed in the work order.
- 3) The Second Party shall monitor and review the program components to assess quality of delivery and learning achievement once in every 7 days in the form of assignments, tests, group discussion, demonstration work & any practical work .
- 4) The Second Party shall ensure that the candidate receive hands-on practice in their Lab for a minimum of 70% time of each day of training and 30% time should be class room (Theoretical)
- 5) The Second Party shall ensure parents meeting thrice (beginning of the Training, during the training and before the placements) in coordination with First party/SULM.
- 6) The Second Party shall ensure that the trainees shall complete the training successfully. Lesson planner/ Day planner needs to be maintained and updated continuously for each batch.

3.10 ATTENDANCE

- 1) The daily attendance shall be monitored on Aadhar based bio-metric attendance system **as per item-7 in Appendix-I** apart from the NULM login and manual attendance or bio-metric attendance should be integrated with E-nagar palika for real time feed back to first party/SULM.
- 2) Attendance shall be taken twice a day Morning: 9:15–10.15 AM and 4.30- 5.30 PM (Or as intimated from time to time) Manual registers shall also be maintained simultaneously by the Second Party. However, only Aadhar based bio-metric attendance would be considered for releasing payments.
- 3) The Second Party shall ensure that all the Aadhar bio-metric machines are in sync within 2 days. The Second Party shall immediately notify the First party/SULM and their respective vendor for non-updating of attendance due to any technical problem and downtime of bio-metric system should not be more than 48 hours. The Second Party is solely responsible for loss of attendance due to not taking attendance/loss of machine/damage of bio-metric device/ not syncing and other such technical problems.
- 4) The Second Party shall ensure/comply that there will not be any forgery/proxy attendance which will be viewed seriously by First party/SULM and necessary action will be taken against Second Party under this Agreement the agreement clause 2.24.
- 5) SULM, officials of UADD & first party/SULM should check attendance on random & regular basis & due needful actions taken accordingly.

3.11 COURSE CURRICULUM:

The Empanelled Skill Training Providers shall at all times during the Agreement undertake to conform to and comply with all relevant laws, rules and regulations including the following:-

- a) Programme content as approved by NSQF.
 - b) Compliance with the concerned Assessment & Certification Norms.
 - c) Standards as lay down by the relevant programme of central / State / Local Authority.
 - d) Programme Specifications for the time being enforced shall be binding.
 - e) Duration of the training should be as per NSQF standards excluding holidays and candidates to be trained for minimum 4 hours per day.
 - f) Training material and other entitlements to be given to the trainees must be handed over on the first day of the training.
 - g) Ensure advance planning for commencement of next batch in the training center.
 - h) Minimum batch size is 20 and maximum is 40. If deviation to this range the minimum batch size of 20 candidates would be permitted and below this will be cancelled, without cost.
- 1) The Ministry of Labor & Employment has designed NSQF Compliant curriculum for a list of Modular Employable Skill (MES) courses or Sector Skill Councils (SSCs) under the Skill Development Initiative Scheme. The Curriculum as provided by MoL&E should be the base for the skill training courses of proposed program.
 - 2) A set of the training module (including soft copy), the training kit and the Training of Trainers (TOT) module, including one copy of course curriculum, hour wise & day wise course module, trainers & trainees manual, training calendar – training centre wise and minimum expected guaranteed out comes or skills shall be submitted to First party/SULM before 7 days from the Effective Date by the Second Party.

- 3) The second party shall periodically upgrade, modify content of training modules with approval of the first party/SULM/.
- 4) Soft skills content is mandatory requirement of all courses. It should constitute one hour per day. The Second Party shall ensure to provide soft skills to all the trainees as specified at **Table-2 & item 4 in Appendix-II.**

3.12 Placements and Post Placements

- 1) The Second Party shall report the proposed placements along with tie-ups for at least 70% of batch strength to First party/SULM before the finalization of the batch i.e. before inception.
- 2) The Second Party must place all the trained youth (minimum should be 70%) in relevant sectors to the training imparted with good emoluments/pay package as per minimum wages act and industrial standards. The placement shall be in the same sector/ field of training and the placements should be as far as possible close to the area of residence of the candidate unless the candidate is willing to take up a job farther away. Out of the 70% placements – minimum 50% of batch strength should be in wage employment and 20% in self employment. The changes if required in any course in this configuration, prior permission of SULM shall be obtained.
- 3) All the placements shall be done by the Second Party not later than 90 days of batch completion date. Further delay the penalty will be imposed as per **clause- 2.24(B-III)**
- 4) The placements will be verified by the First party/SULM within 15 days after the Second Party uploaded the placements in the portal.
- 5) For placement records salary slips, bank statement of candidates, NEFT transaction slip & in case of cash payment done with revenue stamp shall only be considered valid.
- 6) The Second Party shall maintain the database of each candidate being trained in specified trade / skill, placed beneficiary with the Name of Employer, Contact number, salary and designation of the trained youth and the same needs to be shared with First party/SULM and to be updated to the First party/SULM regularly during the tracking

period of one year on a quarterly basis.

- 7) The Second Party shall carry out continuous follow up with Employer Agency and will track the aspirants for at least 12 months after they start working and submit post placement report after 12 months of placement to the First party/SULM, which include documents as listed in **clause-5 above**.
- 8) The success stories of the placed candidates and the work place photographs to be submitted to the ULB/SULM for verification regularly.

3.13 THIRD PARTY CERTIFICATION

1. Government has made it mandatory of providing third party certification from Regional Directorate of Apprenticeship Training (RDAT) and concerned Sector Skill Council (SSC).
2. 3rd party (RDAT/ SSC) will conduct assessment of all the trained candidates with a minimum attendance of 80% at the end of the training period. The Second Party shall comply with all the certification norms and should work in coordination with certifying agency during assessment.
3. The failed candidates in the assessment should be re-trained and send them for re-assessment by the Second Party and the cost should be borne by Second Party.
4. Video recording of whole assessment process is to be done compulsorily & shall be kept in record for processing payments etc.

3.14 INSPECTION OF TRAINING CENTERS.

The state office & first party/SULM functionaries will be inspecting training center during the batch period and the information will be collected in a prescribed Performa containing various parameters such as quality of training, infrastructure, faculty, attendance, environment etc. A log of inspection shall be maintained for each training course by first party/SULM.

3.15 DOCUMENTATION & MONITORING

- 1) The Second Party shall at all times maintain proper documentation at the training centre of all reports and process documents associated with the Training and placement programme/s such as inception report, placements report, post placements reports, staff & trainees' attendance report, visitors register, etc and make the same available for inspection and verification by the First party/SULM.
- 2) The Second Party shall update the details of the trainees indicated in First party/SULM portal in the given time frame.
- 3) A detailed table for MIS updation to be done by the Second Party, in the First party/SULM MIS as mentioned **Appendix-IV of Annexure-B** apart from the NULM portal. The first party/SULM shall consider the same data which is entered and strictly follow all the processes as per the data available in the first party/SULM's software in addition to the NULM portal.
- 4) The Second Party shall be willing to upgrade itself technically to imbibe new technology or applications introduced by the First party/SULM whether for administrative purposes or for methodology of training.
- 5) If any Training Center of the Second Party, SULM found deviating from the standards prescribed herein or as per the norms of First party/SULM, or has failed in delivering the modules or the training activities properly, the First party/SULM shall notify the Second Party to replace the concerned training center and the Second Party shall comply with the requirement of the First party/SULM immediately.
- 6) If any trainer/faculty member of the Second Party found deviating from the standards as prescribed by the First party/SULM/, or has failed in delivering the modules or the training activities properly, the First party/SULM shall notify the Second Party to replace the concerned trainer/faculty member and the Second Party shall comply with the requirement of the First party/SULM immediately to the satisfaction of the first party/SULM.

- 7) Training provider has to maintain full infrastructure during scheduled training period. If it is not found as per norms than second party ensure services to be normalize within 48 hours or notice issued by first party/SULM.

3.16 THE SECOND PARTY'S PERSONNEL

- 1) The Second Party should have adequate training staff for conducting the EST&P programme awarded by the First party/SULM. The Parties understand, admit and acknowledge that the personnel engaged by the Second Party shall not be the employees of the First party/SULM and there shall not be any Employer-Employee relationship between such personnel.
- 2) The CVs of the qualified Operations and Training staff shall be submitted by the Second Party to the First party/SULM for approval before commencement of the training. This is mandatory. The personnel as per the list shall not be replaced without prior permission of the first party/SULM. The replacement of key personnel shall be of better or equal qualification to the satisfaction of first party/SULM.
- 3) The Second Party shall put in place a dedicated training centre coordinator for each training centre who will be the point of contact for that training centre along with District Coordinator.
- 4) The Second Party shall ensure that the trainers & staff members at all their training centers shall have ID Cards.
- 5) The trainers & staff members mark their attendance through the bio-metric system at the Centre.
- 6) The Second Party shall ensure that the trainers are given training or refresher trainings at regular intervals and their assessments are submitted to the First party/SULM.
- 7) The First party/SULM will provide one day orientation on the EST&P programme and other quality parameters to be followed by the operations and training staff of the Second Party.

3.17 LOCATION

The training center shall be located within the municipal area of ULB/SULM or as decided by ULB/SULM in accordance with work orders issued by the First party/SULM, representative of First party/SULM pursuant to this Agreement.

Follow SkillReporter on Facebook Twitter LinkedIn Google

3.18 DELAYS:

The Second Party shall proactively do all the timely coordination with the First party/SULM to ensure timely completion on its part. The Second Party shall also provide to the First party/SULM all the necessary data required for expeditious decision making. If the services are impeded or delayed in spite of best efforts by the Second Party, suitable time extension may be considered by the First party/SULM provided First party/SULM is satisfied/ convinced about the reasons given by the Second Party & such extension will attract penalty as prescribed in **clause 2.24**.

3.19 PAYMENT NORMS

1. For the Placement linked Skill training programmes conducted by the Empanelled skill Training Provider, ULB/SULM shall make the following payments based on agreement norms, which may be subject to change from time to time. The Payment norms shall be agreed in the MoA entered into between ULB/SULM and the Empanelled skill Training Provider. The Bidders shall agree to abide by the payment norms and submit their bids after due consideration of these payment norms:

2. Payment would be given in 20:20:20:20:20 ratios and in 5 installments as mentioned

Appendix-III of Annexure-B

3. The consolidated Training Fee as per common cost norms for course/trade shall be inclusive of all costs including Training infrastructure, training material, Issue of ID Cards, biometric attendance, Exposure visit, and mobilization charges, staff remuneration etc, except traveling cost for women & PWD candidates will be reimbursed after successful completion of training .
4. Skill Training Provider has to provide sufficient proofs of successful placement of candidates which includes Placement letters, Joining Letters, NEFT transfer, Bank Statement and in case of cash Revenue stamp receipt co-attested by trainees, photo-proofs, etc. to release the payments for the placements.

5. The Skill Training Provider shall continue to track and counsel the trainees after the placement for at least 12 months after placements and submit the Post placement tracking reports along with sufficient proofs of remuneration with respect to the batch at the end of 3months, 6 months, 9 months and at the end of 12 months after the placement.

3.20 PERFORMANCE GUARANTEE:

1. The Second Party shall furnish a Performance Guarantee by means of a Bank Guarantee issued by any scheduled commercial bank payable at ULB/SULM for Rs. 100000/- or 5% of project cost whichever is more valid for two years at the time of signing of Agreement.
2. The performance guarantee is invoked either or partly for any amount due by the Second Party to the First party/SULM or in case of pre – termination of the agreement for the defaults and non compliance of the terms and conditions of the agreement, it shall be the responsibility of the Second Party to replenish the Guarantee within 7 (days) of such invocation failing to do so shall amount to a default or non-compliance of its obligations leading to termination of the Agreement.

3.21 PAYMENT SCHEDULE :

3.21.1 Training Fees

1. The Training Fee as per cost common norms is inclusive of all costs as mention in clause 2.19.3, Taxes applicable as per rule.
2. The First party/SULM shall pay the Second Party training fee as per scheduled rates for each course. As detailed in **Appendix-III of Annexure-B (payment norms)** subject to the terms and conditions of this agreement and work order issued by the First party/SULM for the respective training. First party/SULM will make payment on produce proof of conditional documents by training provider.
3. The number of trainees (agreed minimum number of candidates in a batch for the particular course) undergoing a particular course and the percentage of placements and retention of trainees under that course will be based on the inception report

submitted by the Second Party within 20 working days of starting of a batch. To be considered in the inception report as a trainee, a youth would have to register a minimum, attendance of 10 working days of first 15 working days (through bio-metric system and NULM MIS)

2.22. Outcomes of the programme:

1. Employment (both wage employment and self-employment) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment. In case of deviations is required in above placement percentage, ULB/SULM should take prior approval for exceptions of placement percentage in any particular course from SULM.
2. In case of wage employment, candidates shall be placed in jobs that provide wages at least equal to minimum wages prescribed and such candidates should continue to be in jobs for a minimum period of three months, from the date of placements in the same or a higher level with the same or any other employer.
3. In case of Self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade licenses or setting up of an enterprises or becoming a member of a producer group or proof of additional earnings (bank statement) or securing a relevant enterprise development loan or any other suitable and verifiable document as prescribed by the respective SULM.
4. In case of re-skilling or skill up-gradation of persons already engaged in an occupation, at least 70% of such persons shall have an increase of at least 3% in remuneration within 14 months of completion of the skill development training.
5. Formal recognition and certification of persons who have acquired skills, through informal, non-formal or experimental training in any vocational trade or craft (after imparting bridge coursed if necessary) should provide an appropriate increase in wages in the skill category of the candidate for immediate and subsequent

production cycle in case if wage employment or meet the conditions under i(c) above
in case of self-employment to be treated as the outcome of this effort.

Follow SkillReporter on Facebook Twitter LinkedIn Google

2.23. DOCUMENTS REQUIREMENT FOR PAYMENTS:

The Second Party shall furnish the following documents along with Invoice/ bill for release of payments as specified below:

1. For Inception payment:

1. list of candidates with self attested passport size photos and aadhar card
2. attendance sheet
3. Photographs of the centres, class rooms and Lab duly signed by the Second Party.

2. For Training & Assessment payment:

1. List of candidates
2. Batch completion photo
3. Assessment photo and video recording
4. Attendance sheet of training & assessment
5. Certificate from Assessment agency.

Above all documents should be duly attested by the Second Party.

3. For Placement payment:

1. List of placed candidates
2. Confirmation/Joining letter
3. work place photographs of all placed candidates
4. Salary details from the employer (NEFT transfer/cheque/bank statement of candidates). These documents should duly countersigned by the Second Party.

4. For Post-Placement payment:

1. **Pay slips for 12 months** ((NEFT transfer/cheque/bank statement of candidates),
2. work place photograph
3. Service Certificate from the employer duly countersigned by the Second Party.

2.24. SUSPENSION OF PAYMENTS/PENALTIES BY FIRST PARTY/SULM

A. In cases where, there are significant deficiencies in following services by the Second Party :

1. Lack of infrastructure
2. Not issuing ID cards, Training Material and Tool Kit.
3. Insufficient faculty at the center.
4. Non compliance with training schedule.
5. If fraudulent practices are adopted e.g. showing candidates who actually not attended course wrong placements, salaries.
6. If found manipulation of attendance.
7. Subletting/Franchisees of training.
8. In case of any deficiency in quality of the service delivered by the Second Party with respect to Training centers not meeting standards as prescribed, Minimum guaranteed skills not delivered as assured.
9. Violating any condition of contract.

By causing adverse effect on the Training Programme of the First party/SULM or on the reputation of the First party/SULM, SULM the First party/SULM or his/her designate may initiate and can take following penal actions against the Second Party:

1. Can impose penalty not exceeding 25% of the contract value,
2. Cancellation of contract (or part thereof) & forfeiture of performance guarantee of applicant.
3. Debarring/blacklisting the second party for a specific period of not less than 12 months for performing in whole state of Madhya Pradesh.
4. First party/SULM may by written notice to Second Party, suspend all the payments to Second Party here under (except in relation to those services which have been performed to the satisfaction of the First party/SULM and in conformity with the provisions of this Agreement) if Second Party fails to perform any of its obligations under this Agreement, including carrying out the services, provided that such notice of suspension shall specify the nature of failure and call for the explanation of the Second Party for such failure within a period not exceeding (07) days after the receipt by Second Party of such notice of suspension. If the explanation of the Second Party is not satisfactory to the First party/SULM, the First party/SULM may issue Suspension notice specifying the period of suspension and other relevant details. The decision of the First party/SULM in this regard shall be binding on the Second Party.

All above or any of the proposed action shall only be taken after giving due opportunity of hearing to second party.

B. PENALTY FOR OTHER SPECIFIC CONDITIONS:

- I. **Based on number of trainees qualified & assessed:** Minimum 80% trainees shall be qualified for assessment & appeared in assessment test. The failure on this account shall attract following penalty by first party/SULM :
 - a) If qualified & assessment 60-80%- 5% of contract value.
 - b) If qualified & assessment 40-59%- 10% of contract value.
 - c) Less than 40% number qualified & assessment -20% of contract value.

II. Based on placement :-

1. Training provider will be paid on Pro-rata basis if outcome achievement is less than 70% as per clause 2A (revised EST&P Guideline; for instance in case the achievement is 60%, only 6/7th of the 5th installment will be paid.
2. In case of candidates placement is less than 50%, then first party/SULM after careful consideration of all related factors with respect to performance & after giving due opportunity of hearing, ULB/SULM can disengage/blacklist/debar second party from all the trades/centers under SULM. Any such action would be informed to ministry of Housing & Urban Poverty alleviation (MoHUPA) and all other ministry/Dept, for a period of at least one year from date of such order, and can take any one or more actions as prescribed in **clause-2.24-A**

III. Based on timely placements:

The minimum 70% placement of successfully certified trainees within 3 months of completion of trainings, if second party fails to achieve milestones within stipulated time then ULB/SULM will take following actions:

1. For a delay of first 3 month-2% of contract value per month.
2. For further delay of 6 month -5% of contract value per month.
3. For any delay beyond one year – No payment shall be made & actions as per clause-A shall be taken up.

IV. Replacement of trainers :

1. The second party retain trainers specified in proposal to be available during implementation of the agreement. The first party/SULM will not normally consider any request for substitution of trainers.
2. Replacement of trainers will be permissible if trainers are not available for reasons of death, any incapability, subject to conditions that, equally or better qualified &

experience trainer being provided to the satisfaction of first party/SULM, No trainer shall be engaged without prior approval of first party/SULM.

3. *Accept in case of death & physical impairment replacement of trainer will attract following penalty :*
 - a) *1st substitution & each subsequent substitution shall attract deduction of 1% & 2% of contract value for rest duration of project.*

C. OTHER PENALTIES

Notwithstanding anything contained herein and without prejudice to its rights and entitlements, the First party/SULM may have under this Agreement or under any other law and equity, in case of violations of / deviations from the conditions in the agreement, guidelines and norms of First party/SULM by the Second Party, **the First party/SULM shall be entitled to impose penalty and within a seven days (7) notice to** reduce or suspend further targets, cut in payment or suspend the payments (monetary) to the Second Party besides recovery of the same by invoking the Guarantee.

2.25. TERMINATION

Subject to the other provisions of the Agreement, either Party may terminate the Agreement as provided below.

2.25.1. **First party/SULM may terminate** this agreement by written notice of not less than 7 days to the Second Party, on the occurrence of any of the events specified below.

- 1) If Second Party does not remedy a failure in the performance of its obligations under this Agreement, within 10 days of receipt after being notified or within such further period as First party/SULM may have subsequently approved in writing;
- 2) If Second Party become insolvent or bankrupt.
- 3) If the Second Party commits a breach on the representation and warranties as provided hereinafter or is found to engage in any prohibited practices or has committed Fraud or is involved in corrupt Practices specified in this agreement
- 4) If any criminal proceedings are initiated against the Second Party by any courts in the country.
- 5) Any other breach of the terms under this Agreement by the Second Party.

2.25.2. Termination by Second Party

The Second Party may terminate this Agreement, by not less than 30 days written notice to First party/SULM, provided such notice is given after the occurrence of any of the events specified below:-

- I. If First party/SULM fails to pay the fees due to the Second Party pursuant to this agreement and not subject to dispute pursuant this agreement within 60 days (sixty days) after receiving written notice from Second Party that such Payment is overdue; or
- II. If the First party/SULM fails to discharge its other obligations under this agreement.

Follow SkillReporter on Facebook Twitter LinkedIn Google

4. ANTICORRUPTION

A recommendation for award of Contract will be rejected if it is determined that the recommended training provider has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases first party/SULM will declare the Training Provider is ineligible, either indefinitely or for a stated period of time, from participation in GoMP financed activities, and Training Providers will be blacklisted by the Government of Madhya Pradesh.

5. REQUEST FOR PROPOSAL (RFP) COST

Bidders are requested to pay a non-refundable RFP cost of Rs 5000/- (Rupees –five Thousands only). The RFP cost shall be in Indian Rupees and in the form of Demand Draft from any of the Nationalized Bank in favor of "CMO, municipal Council Damoh", Madhya Pradesh payable at Damoh , towards the cost of RFP Document. Bids that are not accompanied by the above RFP cost shall be rejected by as non-responsive.

6. EARNEST MONEY DEPOSIT:

- a. The bidder shall submit earnest money deposit of INR 50,000(Rs Fifty thousand only) in favor of first party/SULM at a time submission of bid, which shall be valid for at least six month in the form of bank draft payable to CMO, municipal Council Damoh At Damoh.
- b. Unsuccessful bidder's EMD will be released as promptly possible as but not later than 20 days of award of contract to the successful bidder.
- c. The successful bidder's EMD will be released upon submission of performance bank guarantee.
- d. The EMD may be forfeited in following cases :
 1. If bidder withdraws his bid or increase his quoted prices during the period of bid validity or its extended period if any; or
 2. In the case of successful bidder, if it fails within the specified time to sign the agreement.

7. PERFORMANCE GUARANTEE (PG), PENALTY AND LIQUIDITY DAMAGES

- a. The empanelled bidder shall furnish performance guarantee by means of bank guarantee issued by any scheduled commercial bank payable at ULB/SULM amounting Rs. 100000/- (Rupees one lakh only) or 5% of the project cost whichever is more valid for two years at the time signing of agreement/contract.

- b. Return of PG: The PG will be returned after the successful completion of the agreement.
- c. Forfeiture of PG: PG shall be forfeited in the following cases unless decided otherwise by first party/SULM :-
 - i. When any terms and conditions of the Agreement are breached.
 - ii. Commencement of work within 10 days of release of work order.
 - iii. When the Skill Training Provider is de-empanelled
- d. No interest will be paid by ULB/SULM on the amount of PG.
- e. Forfeiture of PG shall be without prejudice to any other right of ULB/SULM to claim any damages as admissible under the law as well as to take such action against the Training Provider such as severing future business relation or black listing etc.

8. SELECTION OF SKILL TRADE/SECTOR

- a. Bidders can select skill sectors as per their experiences for this RFP. List of selected course is available in ToR and Skill sectors provided in the **Annexure-A**.
- b. Empanelled Skill Training Providers can be allotted more than 1 sector/course in ULB/SULM on the basis of project requirement of ULB/SULM & capacity of trainings provider.

9. MAXIMUM NO. OF TARGET FOR THE TRAINING PROVIDER

The Empanelled training provider shall be given target of trainees in ULB/SULM subject to availability of target or as decided by ULB/SULM.

10. SUBCONTRACTING OR FRANCHISING

- a. Training Provider cannot subcontract/sublet the conduct of training.
- b. Training Provider cannot operate the training centers via a franchisee arrangement & if found doing so shall attract penal action as per **clause-2.24 A**

11. CLARIFICATION OF RFP DOCUMENTS – PRE BID QUERIES

- a. A prospective Bidder requiring any Technical clarification of the RFP Documents may contact ULB/SULM for their queries & clarifications before submission of RFP. However bidders may seek clarification of their all queries in pre bid meeting too.
- b. A Pre-Bid meeting for queries & clarifications shall be held on 28/04/2018 Prospective Bidders may attend this conference to seek clarifications if any.

12. AMENDMENT OF RFP DOCUMENTS

- a. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a Prospective

Bidder, modify the RFP Document by amendments. Such amendments shall be uploaded on the website www.mpurban.gov.in through corrigendum and shall form an integral part of RFP Document. The relevant clauses of the RFP Document shall be treated as amended accordingly.

- b. It shall be the sole responsibility of the prospective Bidder(s) to check the web site from time to time for any amendment(s)/clarification in the RFP Document. In case of failure of prospective Bidder to get the amendments, if any, the Authority shall not be held responsible.
- c. In order to allow prospective Bidder(s) a reasonable time to take the amendment into account in preparing their Bids, the Authority, at its discretion, may extend the deadline for the submission of Bids. Such extensions shall be posted/up-loaded on the ULB/SULM website of ULB/SULM.

13. PREPARATION OF PROPOSALS

a. LANGUAGE OF PROPOSALS

- i. The Proposal and all related correspondence exchanged between the Training Provider and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

b. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

- i. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet, and Instructions to Bidders for participation in Tendering and accompanying documents.
- ii. Proposals must be received in physical form before the deadline specified in the Data Sheet/Key Dates. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

c. SUBMISSION OF PROPOSALS

- i. The proposal should be as per the prescribed format as given in the RFP Document. Bidders shall submit their proposals through Registered Post / Speed Post / Courier or through special messenger at the office address on or before the last date and time for receipt of proposals mentioned in their document. ULB/SULM will not be responsible for any delay / postal delay in receiving of the proposal.
- ii. The bidder can apply only for ULB/SULM covered under SULM on the basis of their existence in the respective ULB/SULM.

d. FORMAT AND SIGNING OF PROPOSALS

- i. All Technical Proposals (as specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL'.
- ii. The Cost of RFP shall be enclosed in Envelope-A marked 'Envelope-A ORIGINAL DD of Cost of RFP as per Data Sheet'.
- iii. The EMD shall be enclosed in Envelope-C marked "Envelope-C original Bank Draft of cost INR 50000/-
- iv. These three envelopes (i.e. Envelope-A, Envelope-B & Envelope-C) should be sealed separately and must be put in the sealed envelope.
- v. The Technical proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Training Provider. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except cover page and printed literature, shall be signed or initialed by the person signing the Proposal.
- vi. Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
- vii. All bids must contain original copy of the Technical Proposal (in Envelope-B), Cost of RFP (in Envelope-A) and EMD (in envelope-C) shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with:
 - 1 Title of Consulting Services: "Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of DAY-State Urban Livelihood Mission (DAY-SULM) in **Municipal Council Damoh** in Madhya Pradesh".
 - 2 RFP Number :
 - 3 Deadline for Submission: Time..... & Date.....
 - 4 Name & Address of the applied Skill Training Provider :

e. Technical Proposal (see Annexure B)

- 5.1 The Technical Proposal shall contain the following:
- 5.2 Technical Form-1 : Covering Letter
- 5.3 Technical Form-2 : Details of The Bidder
- 5.4 Technical Form-3 : Format For Power of Attorney for Signing of Application
- 5.5 Technical Form -4 : Legal Constitution & Number of Years of Existence
- 5.6 Technical Form-5 : Financial Standing (Annual Turnover)
- 5.7 Technical Form -6 : Organization Registered as NSDC Partner or Govt institution
- 5.8 Technical Form-7 : Details of the Candidates Trained By The Bidder

- 5.9 Technical Form-8 : Details of the Candidates Placement / Employment after Training by The Bidder
- 5.10 Technical Form - 9 : Company Tie-Ups for Placements
- 5.11 Technical Form-10 : Training Centre Facilities
- 5.12 Technical Form-11 : Qualified Trainers
- 5.13 Technical form-12 : Index for Bid

Follow SkillReporter on Facebook Twitter LinkedIn Google

14.SUBMISSION INSTRUCTIONS

- a. Training Providers are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical Proposal.
- b. The Training Provider shall submit Technical proposal using the appropriate submission sheets provided in **Technical form-12: Index for Bid** Technical Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

15.VALIDITY OF THE PROPOSAL:

- a. Proposals shall remain valid for a period of 120 days from the date of opening of the technical proposal. CMO Municipal Council Damoh , State Urban Livelihood Mission, MP reserves rights to reject a proposal valid for a shorter period as non-responsive. The CMO Municipal Council Damoh, State Urban Livelihood Mission, (SULM) MP will make the best efforts to finalization of the selection process within stipulated time period mentioned in the RFP .

16.EVALUATION OF PROPOSALS

- a. The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mention in RFP Document.
- b. The selection for the empanelment would be done by a committee formed by CMO Municipal Council Damoh, DAY-State Urban Livelihood Mission, (SULM) Madhya Pradesh. The authority reserves all rights to accept or reject all or any of the proposals at any stage without assigning any reasons thereof.
- c. Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Training Providers or any other persons not officially concerned with such processes until information on Contract award is communicated to all Training Providers.

17.UNDUE INFLUENCE

- a. Any attempt by a Training Provider to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.FINALIZATION OF THE EMPANELMENT LIST:

- a. CMO Municipal Council Damoh DAY-SULM, MP will notify all the successful bidders, chosen after following due procedures and as per latest guidelines issued for the purpose, in writing after finalization of the empanelment list. Empanelment organization/agency list will be informed publically through website or through email of Skill training provider by ULB/SULM. Bidders check regularly <ULB/SULM> website & email. The successful bidders have to submit an acknowledgement to ULB/SULM within 15 days from the date of receipt of the communication. The Bidders will be Empanelled for the financial year 2018-19. ULB/SULM will enter into a Memorandum of Agreement (MOA) with the Empanel Agencies.
- b. The CMO Municipal Council Damoh, DAY State Urban Livelihood Mission, (SULM) Madhya Pradesh reserves the rights to disqualify any of the entity from the list if the performance of the same is found to be unsatisfactory during the period of empanelment. It is the responsibility of the bidders to seek any clarification from the client prior to submission of their proposal. During any stage of the selection process, manipulation of information, submission of wrong information will lead to out rightly rejection of the proposal and the bidder will be black listed for a period of years(as decided by ULB/SULM) in the Municipal Council Damoh, DAY-SULM, MP.

19.NEGOTIATIONS /CLARIFICATION

- a. The successful Training Provider will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Training Provider must have written authority to negotiate and conclude a Contract.
- b. The successful Training Provider will confirm in writing its participation in negotiations/clarification and ability to adhere to its Technical Proposals within five (5) days of receiving the notice..
- c. Negotiation/Clarification will include both technical and financial negotiation, depending on the needs of the Client.

20.SIGNING OF CONTRACT / AGREEMENT

- a. Promptly after notification, the training providers are required to sign the Contract/Agreement as per notification uploaded on the <ULB/SULM> website of. (draft Contract/Agreement attached in this RFP).

Follow SkillReporter on Facebook Twitter LinkedIn Google

TECHNICAL FORM

TECHNICAL FORM-1: TECHNICAL PROPOSAL SUBMISSION FORMS

TECHNICAL FORM-1 : COVERING LETTER

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the Skill Training Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope. We hereby declare that we have read the Instructions to the Training Provider included in the RFP. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Skill Training Services related to the assignment not later than the date indicated in the Data Sheet. We understand you are not bound to accept any Proposal you receive.

We/I understand that we have not been debarred/black listed by central/state government/PSUs & it is still persistence of date of application.

We are submitting the RFP for(name of ULB/SULMs)

We are submitting the RFP forname of skill sector as per list provided in the **Annexure-C**).

We are submitting the RFP with page wise Index as per requirement of the bid.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Organization/Agency:

Address:

TECHNICAL FORM-2: DETAILS OF THE BIDDER

Name and Details of the Bidder and Authorized Representative	
Name of Organization / Institution	
Date of Incorporation	
Regd. / Head Office Address:	
Phones	
Fax	
Mobile	
Email	
Website	
Addresses of Branch Offices (If any?) in UP: Phone: Fax : Mobile Nos.: Email IDs : Dates of Establishment:	(Please provide Town/ULB/SULM wise)
Name of Authorized Representative	
Designation	
Mobile	

Email	
-------	--

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Follow SkillReporter on Facebook Twitter LinkedIn Google

TECHNICAL FORM-3: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(To be submitted along with Covering Letter)

Know all men by these presents that We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name).....son/daughter/wife of.....and presently residing at.....who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the "EMPANELMENT OF AGENCY FOR SKILL TRAINING, CERTIFICATION AND PLACEMENT UNDER EST&P, <ULB/SULM> DAY-STATE URBAN LIVELIHOOD MISSION (NULM) IN MADHYA PRADESH". The attorney is fully authorized for providing information/ responses to the ULB/SULM, representing us in all matters before the ULB/SULM including negotiations with the ULB/SULM, signing and execution of all agreements including the contract and undertakings consequent to acceptance of our proposal, and generally dealing with the ULB/SULM in all matters in connection with or relating to or arising out of our proposal for the said Empanelment.

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

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

For

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. _____ 2. _____

Notes:

Request for Proposal

Instructions to Bidders

Volume One

To be executed on Rs 1000/= stamp paper

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 executants(s) and when it is so required, the same should be under common seal affixed

Follow SkillReporter on Facebook Twitter LinkedIn Google

TECHNICAL FORM -4: LEGAL CONSTITUTION & NUMBER OF YEARS OF EXISTENCE

Organization Name:	
1. Status / Constitution of the Organization :	
2. Name of Registering Authority :	
3. Registration No.:	
4. Date of Registration:	
5. Place of Registration:	

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Note: Please provide copy of the registration certificate from the appropriate Registering Authority.

The details provided in the above format will be considered for technical evaluation under Years of Existence as per clause 2.2 Technical Evaluation - Existence of Organization

TECHNICAL FORM-5 : FINANCIAL STANDING (ANNUAL TURNOVER)

Certificate from the Statutory Auditor regarding the Total turnover of the organization is Rs. 3 lakh for the last 3 financial year ending of month.....

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder) had, over the last three Financial Years, a Total turnover of the organization is Rs. Lakhs as per year-wise details noted below:

Financial Year ending 31st March	Total Turnover (In Rs. Lakhs)	Total Turnover for Govt. Skill training / Entrepreneurship trainings related activities
Total		

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:

(Signature, name and designation and registration Number of the Chartered accountant)

Date:

Note :

Please provide certified copies of Audited Financial Statements of the organization/agency for over the last three Financial Years & enclosed work order & cost of the Trainings.

In the event the Financial statements for the year is un audited, Provisional financial statements duly certified by CA may be submitted

The details provided in the above format will be considered for technical evaluation under Financial Standing as per clause 2.2 Technical Evaluation - Financial Performance of Organization

**TECHNICAL FORM -6 : ORGANIZATION ACCREDITATION
EMPANELMENT/REGISTERED AS NSDC PARTNER/NCVT/GOVT
INSTITUTION**

Follow SkillReporter on Facebook Twitter LinkedIn Google

Note: Please provide copy of the registration/empanelment certificate or letter or MOA/MOU from the appropriate Registering Authority.

The details provided in the above format will be considered for technical evaluation under Organization accreditation empanelment/registered as NSDC partner NCVT/Govt Institution as per clause 2.2 Technical Evaluation - Organization registered as NSDC partner NCVT / Govt Institution

**TECHNICAL FORM-7 : DETAILS OF THE CANDIDATES TRAINED BY THE
BIDDER IN APPLIED TRADE**

(last 2 financial year 2015-16 & 2016-17)

Financial year	Name of Org. for which training is held.	Name of trade	Total No. of Person trained	No. of candidates placed	Details of supporting Proof provided
1	2	3	4	5	6
Total					

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Notes: Please provide Supporting proof as given below:

For Trainings conducted self attested copies of any of the following documents:

- 2 Work orders or Certificate from Government bodies or international funding agencies indicating experience in conducting similar 'Skill Training Programme' in the related field of Sector with number of persons trained (self attested printouts of verifiable information from Government or agency OFFICE/websites or from the funding agencies will be accepted)

The details provided in the above format will be considered for technical evaluation under Skill Training experience as per clause 2.2 Technical Evaluation - Skill Training experience

TECHNICAL FORM - 8 : DETAILS OF THE CANDIDATES PLACEMENT/ EMPLOYMENT AFTER TRAINING IN APPLIED TRADES BY THE BIDDER

(last 2 financial year 2015-16 & 2016-17)

Financial year	Name of org. for which training is held	Name of trade	No. of person trained during the year	Name of org. at persons are placed	No. of person placed	proof of documents provided
Total						

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Notes: Please provide Supporting proof as given below:

For Placements conducted self attested copies of any of the following documents:

- ¿ Certificate from Government bodies indicating experience in conducting 'Placement Training Programme' in the related field of Sector with number of persons placed (self attested printouts of verifiable information from Government websites will be accepted)
- ¿ Letter from the employer confirming employment of Trainees from the organization or agency clearly indicating the date of recruitment, numbers recruited and sector/category of work and Letter from Government bodies / Funding agency confirming to provided/supported to establishment of micro enterprises of Trainees from the organization/agency.

The details provided in the above format will be considered for technical evaluation under Placement experience as per clause 2.2 Technical Evaluation - Placement / Employment linkages experience

TECHNICAL FORM - 9 : COMPANY TIE-UPS FOR PLACEMENTS

Skill Sector / Course Name :.....

(Please fill separate applied Skill Sector wise)

S. N o.	Company name	Company Contact Person name Designation & Contact Number	Number of Trained person Required <i>(Skill Sector wise)</i>	Salary Range	Time period by which the Placement is required	Is the Placement tied-up exclusively with the Bidder <i>(yes/No)</i>
1						
2						

....*(add more rows if required)*

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Notes

1. Please provide separate forms for each sector
2. Only placement tie-ups within Madhya Pradesh and nearest cities in applied ULB/SULM shall be considered.
3. Please provide documentary proof for the claim in the form of a legal agreement (company letterhead) of interest from potential employers in the following format in company letter head:

Letter or mail addressed to the Bidder preferably in the following format :

Sir,

We require Candidates for post with the following requirements in our organization from..... (over a period of.....):

(a) Minimum qualification:

(b) Minimum skills/training:

The selected candidates shall be placed in the salary bracket.....

At these locations

Please schedule preliminary interviews at your premises with prior intimation to us

HR Manager

Name of Company: Contact Nos.

Note: Please fill above format for placement tie-ups.

Request for Proposal

Instructions to Bidders

Volume One

64

The details provided in the above will be considered for technical evaluation under Company Tie-Ups for Placement as per clause 2.2 technical evaluation - Company Tie-Ups for Placement

Follow SkillReporter on Facebook Twitter LinkedIn Google

TECHNICAL FORM-10 : TRAINING CENTRE FACILITIES

Name of ULB/SULM

(Please fill separate training center for applied ULB/SULM)

Sl.	Description	Detail (Specifications for Minimum Infrastructure)
1.	Name of Training Centre	
	Full address & telephone/mobile number (with Nearest landmark)	
	Own / rented (plz provide relevant photocopy document)	
	No. Class/Training Room (with area in sq. m.) (minimum capacity of 30 persons)	
2.	No. of Theory Classroom	
3.	Number of Practical Rooms	
4.	Trade related infrastructure at training center. Please give full detail along with specification.	
5.	Other Facilities	
	¿ Drinking Water ¿ Separate Wash Rooms for Male & Female (Yes/No) ¿ Electricity (proper facility of Fan & Light)with backup	

Authorized Signatory [In full initials and Seal]: _____

Name of the Organisation: _____

Notes: Please enclose Documentary Evidences regarding training Infrastructure available in the form of:

a. 2 photos per Training Center.

b. The Bidder should have its own / rented space & facilities for conducting the Training Programmes. The Bidder should provide proof (self attested photocopy proof by Organization/Agency) of availability of the facility to the Bidder in the form of ownership document/rent or lease agreement.

The details provided in the above format will be considered for technical evaluation under Training centre facilities as per clause **2.2** Technical Evaluation - Training centre facilities

TECHNICAL FORM-11 : QUALIFIED TRAINERS

The Bidders are required to provide the list of qualified regular/permanent trainer of the organization for the applied skill sector (signed CVs of the trainer counter sign by the authorized signatory of the Organization need to be attached).

Bidders can choose skill sectors as per their experiences for this RFP. List of Skill sectors provided in the **Annexure-D**.

List of Trainer for Applied Skill Sector - 1.....

Sl.	Trainer name	Designation	No. of years of experience in skill sector (Name of Skill)	Qualification	Expertise
1					

List of Trainer for Applied Skill Sector - 2.....

Sl.	Trainer name	Designation	No. of years of experience in skill sector (Name of Skill)	Qualification	Expertise
1					

List of Trainer for Applied Skill Sector - 3.....

Sl.	Trainer name	Designation	No. of years of experience in skill sector (Name of Skill)	Qualification	Expertise
1					

Note: The bidder should enclosed above all mention trainer's CVs.

The details provided in the above format will be considered for technical evaluation under Qualified Trainers as per clause 2.2 Technical Evaluation - Qualified Trainers

Follow SkillReporter on Facebook Twitter LinkedIn Google

TECHNICAL FORM-12 : INDEX FOR BID

Checklist of Supporting Documents to be submitted for Essential Eligibility Criteria for STP and Technical Assessment.

Sl. No.	Document details for evaluation	Supporting document will be provided in hard copy	page no. from to
ESSENTIAL ELIGIBILITY CRITERIA FOR SKILL TRAINING PROVIDERS			
1	The Organizations should have been registered in India for a period of 3 years (as on 01/05/2018).	Complete filled Technical Form- 4	
2	Organisation/accreditation/empanelment/registration as NSDC partner (Supporting document please provide copy of registration/empanelment certificate)	As Technical form-6	
3	The average annual turnover for the previous 3 financial year (FY 2013-14, 2014-15 and 2015-16) should be minimum Rs..... lakhs from skill training/Entrepreneurship trainings.	Complete filled Technical Form- 5	
4	Organizations should have trained & Placed in applied sector/course at least 500 candidates for the last three 2 financial year (FY 2015-16 & 2016-17) in North India.	Complete filled Technical Form- 7	
5	The Organization should not have been punished by any court of law, found defaulter, Blacklisted by any State, Centre Government or any other public sector undertaking or a Corporation as on the date of bid.	An undertaking to this effect should be submitted by the authorized signatory.	
6.	Requisite no. of qualified & experienced trainer in applied trade.	Technical form-11	
CRITERIA OF EVALUATION OF TECHNICAL PROPOSAL			
1	Covering Letter	Complete filled Technical Form- 1	

2	Details of The Bidder	Complete filled Technical Form- 2	
3	Format For Power of Attorney For Signing of Application	Complete filled Technical Form- 3	
4	Existence of Organization	Complete filled Technical Form- 4	
5	Financial Performance of Organization (Average annual turnover of last 3 financial years)	Complete filled Technical Form- 5	
6	Organization Accreditation Empanelment / Registered As NSDC Partner/NCVT/Govt institution	Complete filled Technical Form- 6	
7	Skill Training experience (last 2 financial year i.e- 2015-16 & 2016-17)	Complete filled Technical Form- 7	
8	Placement / Employment linkages experience (last 2 financial year provided in i.e. 2015-16 & 2016-17)	Complete filled Technical Form- 8	
9.1	Company Tie-Ups for Placements Name of applied Skill Sector - 1	Complete filled Technical Form- 9 (Please fill separate Form -9 each applied Skill Sector)	
9.2	Company Tie-Ups/agreement for Placements Name of applied Skill Sector - 2	Complete filled Technical Form- 9 (Please fill separate Form -9 each applied Skill Sector)	
9.3	Company Tie-Ups/agreement for Placements Name of applied Skill Sector - 3	Complete filled Technical Form- 9 (Please fill separate Form -9 each applied Skill Sector)	
10	Training Centre Facilities of applied ULB/SULM.....	Complete filled Technical Form- 10	
11.1	Qualified Trainers of applied Skill Sector 1. (mention name of the Skill Sector)	Complete filled Technical Form- 11	

11.2	Qualified Trainers of applied Skill Sector - 2 (mention name of the Skill Sector)	Complete filled Technical Form- 11	
11.3	Qualified Trainers of applied Skill Sector - 3 (mention name of the Skill Sector)	Complete filled Technical Form- 11	

Note : All the above document shall be attested by Authorized Signatory with Seal of the organization. All document must be mentioned respective serial number as per Form and properly annexed with the proposal. In case any of the above documents are not provided by the organization get the 0 marks in the respective column.

Follow SkillReporter on Facebook Twitter LinkedIn Google

Follow SkillReporter on Facebook Twitter LinkedIn Google

ANNEXURE

ANNEXURE - A : LIST OF SECTOR WISE COURSES

Note- STP are required to provide Skill training to all the trainings on NSQF compliant course curriculum under EST&P as per guideline of DAY-NULM as per details provided in ToR Course/Training Duration..

SL NO	SECTOR NAME	COURSE NAME	MES / SSC COURSE CODE	NSQF LEVEL	COURSE DURATION In Hours
1-	BANKING & ACCOUNTING	Accounting	BAN101	3	450
2-	INFORMATION AND COMMUNICATION TECHNOLOGY	DTP and Print Publishing Assistant	ICT702	3	500
3	ELECTRICAL	Electrician Domestic	ELE701	2	600
4-	INFORMATION AND COMMUNICATION TECHNOLOGY	BPO- Non Voice	ICT705	3	500
5-	Construction	Mason General	CON/Q0103	4	400

ANNEXURE: B TERMS OF REFERENCE (ToR) AND TRAINING PROVIDERS PERSONNEL SCHEDULE

APPENDIX - I

Table 1 - Specifications for Training Centre Infrastructure

Particulars	Infrastructure
Theory Classroom	With a minimum Capacity of 40 Chairs
	White/Block Boards -1
	Notice Board-1 Almarah-1
Practical Room	a) In case of Computer related courses: Students (IT related course 1:1)
	b) In Case of other courses: Tools and equipment, infrastructure as per NCVT/SSC norms
	c) Common infrastructure: for all trainings
Other Facilities	Drinking Water
	Separate Wash rooms for Boys & Girls
	Electricity
	UPS
	Stand by Generator
Study Material	Hand Books Related to Course
	Motivational Story Books
	Motivational Movies
	Magazines
	News Papers
Documentation & Biometric Device	Attendance Registers (Trainers & Trainees)
	Visitors Register
	Trainees Assessment Reports
	Biometric Device

Table 2 – Minimum IT Infrastructure

The below specified minimum IT Infrastructure shall be available with all the Training Center/ Institutes.

- o One Desk Top with 3GB R!M, 300GB, 20" LCD, Key Board, Mouse, Speakers and mike/ Windows7 Operating system is preferable.
- o One Broad band with at least 512Kbps unlimited connectivity for best web based video (Preferable 1MBPS).
- o One GPRS based Bio-metric device with battery and AC supply for attendance.
- o One High resolution 5 MP webcam with 640x480 up to 30 fps
- o (optional) LCD projector(4000 lumens) with Screen and 10mt. cable for training on Audio/Visual content.

The IT infrastructure specified needs to be in place at the time of work order.

Table3- Minimum infrastructure & equipment in practical lab.

Particulars	Specifications	No. of tools & Equipment

Table-4 :- List of resource person(Trainers) in applied skill sector :

S.No.	Name of trainer	Designation in centre	Education qualification	Experience	Contact detail

Note: First party/SULM will finalize details as per NSQF standard.

Table 5 – Display Material at the Training Center

Particulars	Specifications
Training Center Display Board	A Board outside the Training Center as specified.
Course Details Boards	<p>Inside the Training Center at prominent place the following boards should be displayed:</p> <p>Course start & end dates Timings of the training. Time Table and Session Plan. Entitlements of the Students. Jobs identified for the batch. Duly showing the name of the company. Name of the Faculty with their qualifications.</p>

6. Name Board Template (Sample)



7. Model Identity Card

7.1. For Trainee

Identity Card	
(EST&P under MP-DAY-NULMM)	
Name of the STP:	Color <input style="width: 40px; height: 20px;" type="text"/>
Name of the Trainee:	
S/o/ D/o _____	
Name of the Course:	Batch No. :
ID No :	D.O.B :
Year : 2018-19	
Candidate Signature	Signature of the issuing Authority

7.2 For Faculty

Identity Card	
(EST&P under MP-DAY-SULM)	
<input type="text"/>	Colour Photo:
Name of the STP:	
Name of the Faculty:	D/o/ S/o _____
ID No:	D.O.B
Year : 2017-18	
Candidate Signature	Signature of the issuing Authority

Follow SkillReporter on Facebook Twitter LinkedIn Google

Item-8 Aadhar based Bio-Metric Attendance

Aadhar Based Bio-metric device specifications should be followed by the Training Provider before synchronizing the device with NULM & CGG server

- ¿ TFT display (Suggested only when capturing of images is planned)
- ¿ High Resolution Optical Fingerprint Scanner minimum 500 DPI
- ¿ Biometrics only Authentication
- ¿ USB Port, TCP / IP
- ¿ In built GPRS modem in the device
- ¿ In-device authentication
- ¿ Person name and ID display, Photo display
- ¿ Automatic Server to Device Synchronized
- ¿ Lowest Fingerprint Data Storage
- ¿ FAR – near 0.001% and FRR near 0.01%
- ¿ In-built battery backup of minimum 4 hours
- ¿ Automatic Fingerprint Detection and Activation
- ¿ Online or Offline Transmission of data (preferably online and can manage the device through web base application. Data should be centrally collected)
- ¿ Any standards Certification
- ¿ Image dimensions: minimum 280x352 pixels
- ¿ Field distortion <0.1% corrected over active area
- ¿ MTF contrast >0.135 @ 10 cycles / mm sine wave
- ¿ Finger Capture Device: Optical Sensor Based, Multispectral technology desirable
- ¿ Resolution: Minimum 500 DPI Image
- ¿ Interface to Host: USB / Comport
- ¿ Supported operating System: Linux is preferable / Windows XP
- ¿ Suitable enclosure with lock and key for biometric devices with Wall mounting accessories for physical security and tempering

(i) Monitoring of Attendance by the Training Provider

- ¿ 100% attendance from all the training centers on daily basis
- ¿ All 10 finger prints of the Youth shall be enrolled
- ¿ The finger print data should not only be stored locally on the device but it should also be uploaded to the server
- ¿ Once candidate's registration is completed and batches frozen there shall no scope for editing date and names at device level.
- ¿ Consolidate attendance-day wise for given period, candidate wise as well as for the full training period (at the end of the training) should be seen in the device.
- ¿ Along with the candidates ID and Name of the candidate also should appear
- ¿ One machine will be used only at one training center. Even if training center belongs to the same Sub-Mission.
- ¿ Provide print facilities so that attendance can be printed and filled.
- ¿ Device pulling should be done only once after 7.00 p.m. of the day.

(ii) Restrictions

- ¿ Date and time setting are not allowed.
- ¿ Delete and Edit option should be blocked.
- ¿ The device registered and not in use more than 3 months it will be automatically delete from the NULM & CGG software.

(iii) Attendance

- ¿ Attendance should be club of 1st IN followed by last OUT

Follow SkillReporter on Facebook Twitter LinkedIn Google

APPENDIX-II

Table: - 1. Identified Courses and Fee

Sl.No	Sector	Course	Qualification	Cost of Training per candidate including all taxes (in Rs.)
1	BANKING AND ACCOUNTING	Accounting		

Follow SkillReporter on Facebook Twitter LinkedIn Google

Appendix – III
Payment norms for Training Fees

The First party/SULM shall pay training fee to the Second Party in Four tranches in the following manner:

Installment and % of Cost	Output Parameter	Timelines
1 st Installment: 20%	Commencement of training batch	15 days after commencement of training based on Aadhar based attendance. The candidate should have attended at least 10 days out of 15 working days from the start date of the batch.
2 nd Installment: 20%	The number of candidates qualified for payment should have minimum of 80% attendance & qualified for assessment.	Completion of the training as per the duration of the course. Distribution of interim training certificate of STP to trainees by second party in presence of ULB/SULM/local elected representatives.
3 rd Installment: 20% plus aggregate amount of refundable security deposit collected from each certified candidate.	Placed Candidates would be verified before qualifying for payment. More than 50% should be placed in the organization to release the payment. Refund refundable security deposit to TP (collect proof RFS receipt from training provider)	On completion of training, Certification and placement of successful candidates. After retention of more than 50% placed candidates for minimum 3 months in the placements provided by the Second Party. On submission of 1 st 3 month tracking report of trained and placed candidates report. Settlement of refundable security deposit of all successful candidates.
4 th Installment: 20%	At least 70% successful trainees should be placed in the organization to release the payment. Placed Candidates would be verified before qualifying for payment.	After retention of the candidates for minimum 3 months in the placements provided by the Second Party. On submission of 1 st 3 month tracking report of trained and placed candidates report.
5 th Installment: 20%	Placed Candidates would be verified after one year to approve the payment. At least 70% should be working for 6 months in the organization to release the payment.	After retention of the candidates for minimum 6 months in the placements provided by the Second Party. Tracking once in a month to be done by the STP for 12 months and submit the status report.

*** Please note that the placements and retention percentages will be calculated on the basis of inception report & payment will be made on pro-rata basis.**

Appendix - IV
MIS Updation

Sl. No.	MIS Updation
1	Training centre details
2	Selection of candidates in software
3	Registering candidates into bio-metric system
4	Registration of training centre as a testing centre on concerning assessment & certification portal of Sdis.gov.in/Sdms.gov.in.
5	Finalization of batch and confirmation from training partner head office
6	Uploading the inception bills
7	Daily biometric attendances
8	Uploading batch status & quality parameters online continuously
9	Placements updation and sending to ULB/SULM
10	Uploading the placement linked installment bill
11	Updating the post placement verification report
12	Uploading post placement bills

ANNEXURE C : HIGH GROWTH SKILL SECTOR/TRADE IN ULB/SULM

- 1**
- 2
- 3
- 4
- 5
- 6
- 7

Follow SkillReporter on Facebook Twitter LinkedIn Google

ANNEXURE D: MINIMUM SPECIFICATION FOR TRAINING CENTRE INFRASTRUCTURE

Particulars	Specification for Minimum Infrastructure
Theory Class Room	With minimum capacity of 40 chairs
	White/Black board -1
	Notice Board -1
	Almirah -1
Practical Class Room	(A) In case of computer related courses: (IT related course 1 computer : 4 student)
	(B) In case of other courses: Tools and equipment, infrastructure as per the norms of NCVT
	(C) Common Infrastructure: for all trainings
Other Facilities	Drinking water
	Separate wash room for boys and girls
	Electricity (Lights & Fans)
	Rooms should have proper ventilation etc.
Study Material	Handbook related to course which may include audio, video aids, books etc.
	Motivational story books
	Magazine
	News papers
Documentation	Attendance register
	Visitor register
	Trainees assessment report
	Bio-metric machine
	Training feedback form

ANNEXURE E: FORMAT FOR PERFORMANCE GUARANTEE

To

Commissioner/CMO

DAY-State Urban Livelihood Mission (SULM)'

<ULB/SULM> , Madhya Pradesh

WHEREAS _____ (hereinafter called "Skill Training Provider"), in pursuance of your Letter No. _____ (refer Letter of Invitation) dated _____

to provide the services as mentioned in the Scope of Work in the RFP No. _____ to Commissioner/CMO <ULB/SULM> , State Urban Livelihood Mission (SULM)' Madhya Pradesh. on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Training Provider shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank - _____ (NAME OF THE BANK) for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;

AND WHEREAS _____ (BANK NAME AND REGISTERED ADDRESS) have agreed to give the Private Training Partner such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Private Training Partner up to a total of _____ (Rupees _____ amount in words), such sum being payable in Indian Rupees, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Agreement or of the services to be performed there under or of any of the Agreement documents which may be made between you and the Private Training Partner shall in any way

release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Training Provider or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ amount in words) and the guarantee shall remain valid till _____ (date to be specified – at least 24 months from the date of agreement). Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ (date to be specified) all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____
Name and Designation _____

In presence of

1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address _____

2. _____

Date _____

(Name, Signature & Occupation)

Address

ANNEXURE F: DRAFT AGREEMENT/MoA/MoU

The Draft Agreement /MoU/MoA is enclosed in Volume Two of this Document

Follow SkillReporter on Facebook Twitter LinkedIn Google

MEMORANDUM OF AGREEMENT

For Employment through Skill Training and Placement of Urban Un-employed Youth under MP-DAY-SULM

Between

Municipal Corporation/Council <Name of ULB>of Urban Development & Administration , Govt. of Madhya Pradesh

and

Name of the Skill Training Provider

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into on this _____ day of _____, 2018 between the Municipal Corporation/Council **<Name of ULB>** of Urban Development & Administration , Govt. of Madhya Pradesh, a Society set up by the Government of Madhya Pradesh, acting as DAY State Urban Livelihoods Mission (SULM) for implementation and monitoring of Employment through Skills Training & Placement (EST&P) programme under DAY National Urban Livelihoods Mission (DAY-NULM) having its Office at <complete Address of ULB> by **<Name of Commissioner/CMO)/Authorized Signatory for MoU) for DAY-SULM>** hereinafter called '**The First Party**',

And

M/S _____ (write the legal status of the party like company, Providership firm etc.) registered under the _____ (write the relevant Act like Companies Act 1956, Indian Provider ship Act 1932), having its registered office at ----
-----represented by its authorized person Sri/Smt. _____, _____ (Write the designation), empanelled by ANY OTHER GOVERNMENT AGENCY and /or Providers of NSDC hereinafter called '**The Second Party**'.

The expressions "First Party" and "Second Party" shall, unless repugnant to the context or meaning thereof, include its administrators, executors, nominees, successors and assigns,

The First Party and the Second Party are collectively referred to as the 'Parties' and severally as the Party.

WHEREAS

- A. The First Party, is a Society set up by the Government of Madhya Pradesh, State Urban Development Agency under Urban Administration & development of the Madhya Pradesh (MP) Society registration Act 1960 and act as DAY-SULM for implementation and monitoring of EST&P programme under DAY-NULM with the objective of providing an asset to the urban poor in the form of skills for sustainable livelihood to increase income through structured, market oriented certified courses by providing salaried employment and/ or Self employment opportunities through various Provider ships and industry tie-ups and also to ensure inclusive growth with increased contribution of skilled urban poor to the National Economy.
- B. The First Party works in a public-private Provider ship mode where government, private sector professionals and urban community are stake holders. One of the important models adopted by the First Party in achieving its objectives is to provide salaried/self-employment opportunities to the urban poor by implementing Employment through Skill Training and Placement programme under DAY-SULM conducted through Skill Training Providers empanelled by NSDC/any other Government Agency.
- C. Second Party is an institution in the field of imparting vocational training in different disciplines and providing placements.
- D. It has been the concern of the Parties to develop the human resources by way of imparting vocational training as per the existing demand of the industry and create avenues for suitable livelihoods and expanding universe of knowledge to produce world class workforce.
- E. To implement the EST&P programme the First Party selected the 'Skill Training Providers/Institutions' who are already empanelled by NSDC/any other Government Agency. The Second Party is one of the respondents who have submitted the proposals with requisite technical and financial qualifications. After due scrutiny of the proposals received, the Second Party has been selected for the specific sector/s as will be specified in the work order.
- F. In pursuance thereof, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. GENERAL - Definitions and Interpretation

a. Definitions:

- i. "**Agreement**" means this Agreement, together with all the Annexes;
- ii. "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- iii. "**Confidential Information**" shall have the meaning set forth in **Clause 10**;
- iv. "**Dispute**" shall have the meaning set forth in **Clause 15**;
- v. "**Effective Date**" means the date of this Agreement

- vi. **“Government”** means the Government of India or the Government of Madhya Pradesh as the context requires.
- vii. **“INR, Re. or ₹.”** means the official currency of Republic of India
- viii. **“Personnel”** mean persons hired by the Second Party for performance of specific services.
- ix. **“Service/s”** means the job/work to be performed by the Second Party pursuant to this Agreement, and work orders issued by the First Party from time to time;
- x. **“Training Fees”** shall have the meaning set forth in **Clause 2.22**
- xi. **“Third Party”** means any person or entity selected by the First Party for providing certain services under this Agreement as contingencies require.
- xii. **“Work order/s”** shall mean the letter issued by the First Party to the Second Party to commence the works as will be specified therein in terms of this Agreement.

b. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them if any, mentioned in the work orders issued by the First Party, shall apply and be binding on the Second Party.

c. While the following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to each other. However, in the event of any conflict between them, the order of precedence of the documents shall be in the order set out below:

- This Agreement Including its Annexure and Schedules
- Work order/s issued by the First Party.

Any Annexure or Appendix or Schedule that forms part of the Agreement is not available at the time of execution of this Agreement, the same shall be added later duly signed by the Parties.

d. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other in each instance and resolve such doubts in good faith.

e. The Table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

f. Notwithstanding anything contained herein, if action or modification is necessitated as a result of any Government norm/s, rules and/or regulations, the same shall be honored and implemented by the Parties and such action/modification does not require any mutual consent for its implementation.

g. Certain provisions are repeated under general clauses and also under specific headings and sub-headings carrying same contents and meaning and they must be understood construed accordingly.

2. TERMS OF REFERENCE

2.1. BACKGROUND OF PROJECT:

Ministry of Housing & Urban Poverty Alleviation launched Deendayal Antyodaya Yojana-‘National Urban Livelihoods Mission’ (DAY-NULM) from 1st October 2013 to reduce poverty and vulnerability of the urban poor households. The national skill development policy 2015 GoI states that the demand for skilled person by 2022 is about 109.73 million additional skilled human resources across 24 key sectors.

The Employment through Skill Training and Placement (EST&P) component under DAY-NULM is designed to provide skills to the unskilled urban poor (BPL) as well as to upgrade their existing skills. The programme will provide for skill training of the urban poor enabling to set-up setting up self-employment ventures and jobs placement in the private sector. The EST&P programme intends to fill the gap between the demand and availability of local skills by providing skill training programs as required by the market.

2.2. OBJECTIVE:

The broader objective of the Employment through Skill Training & Placement (EST&P) program is :

1. To provide an asset to the urban poor (BPL) in the form of skills for sustainable livelihoods.
2. To increase the income of urban poor through structured, market-oriented certified courses that can provide salaried employment and / or self-employment opportunities which will eventually lead to better living condition and alleviation of urban poverty on a sustainable basis.
3. Ensure inclusive growth with increased contribution by skilled urban poor to the National Economy.

Skill development under EST&P is defined as any domain specific demand led skill training activity leading to employment or any outcome oriented activity that enables a participant to acquire a skill dully assessed and certified by an NSQF

approved independent third party agency, and which enables him/her to get wage /self-employment leading to increases earning and/or improved working conditions, such as getting formal certification for hitherto informal skills, and/or moving from informal to formal sector jobs or perusal higher education/training.

2.3. UNDER SKILL DEVELOPMENT PROGRAMMES THREE TYPES OF TRAINING CAN BE PROVIDED :

- a. Training to fresh entrants to the job market.
- b. Re-skilling or skill up-gradation of persons already engaged in an occupation.
- c. Formal recognition and certification of persons who have acquired skills through informal, non-formal or experiential training in any vocational trade or craft, after imparting bridge course, if necessary.

2.4. SCOPE OF THE WORK :

1. It is envisaged that a comprehensive support to the poor in the promotion of employment will enhance the employability through imparting skill development trainings in market led courses, (based on demand) and support them in getting placement and post placement handholding to sustain employment. It is also envisaged that it will follow a market oriented approach to create employment in collaboration with private sector.
2. The Training Provider will work closely with SULM, ULB/SULM and Resource Organizations (RO). The Training Provider will work closely with ULB/SULM & RO in the process of identification and mobilization of potential youth for skill training..
3. The ULB/SULM will develop and finalize required formats for periodic reporting and periodicity of reporting for key deliverables and output outlined.
4. The Training Provider will undertake detail assessment of current key documents including DAY-NULM mission documents, operational guideline, existing training curriculum for skills, NSDC and NOS guidelines to understand and modify the training curriculum as appropriate.

5. Based on the review of the existing skills training curriculum, the Training provider will update and improve the training curriculum as per the market demand in consultation with the key stakeholders including industry.
6. Training Provider will impart training to the identified candidates on NSQF compliant courses for minimum 200 hours (including practical and/or on job training) for technical training and soft skill (which would include computer literacy, language and work place inter-personal skills relevant for the sector/trade. Additionally inputs should also be given on financial literacy (saving, credit subsidy, remittance, insurance and pension) and entitlement of poor under other components of DAY-NULM and other central/state schemes for social benefits and poverty alleviation.
7. The Training provider will provide counseling and handholding support to the candidate for placement and during placement minimum up to 1 year ensure retention. Similar support should also be provided for candidates opted for self-enterprise. Support may include assistance in providing access to credit linkages, developing bankable proposals etc.
8. The Training provider will establish a robust monitoring feedback mechanism to provide and update progress on a regular basis.
9. Ensure placement as per employment through Skill, Training and Placement (EST&P) Guideline issue by MoHUPA & shall provide minimum 70% placement of successful candidates within three month of completion of training.

2.5. ROLE & RESPONSIBILITY OF STAKE HOLDER:

Here first party/SULM known as ULB/SULM and Second Party Known as Skill training Provider/Training provider. Role & responsibility details are given below:

2.5.1. The services to be performed by ULB/SULM (First party/SULM shall be as under):

1. To identify and counsel the suitable unemployed urban youth based on their qualification, aspirations, mobility skill gap etc. and provide the list of suitable candidates to the training center.
2. To carry out skill gap analysis to identify courses with employment potential.
3. To empanel the 3rd Party Certifying Agency for assessment and allot to the batches of the Second Party as per ULB/SULM guidelines.
4. To release of payments within 30 days, 4 all deliverables or milestones are achieved.
5. Appoint a nodal officer to supervise day to day basis.
6. To monitor and assess quality of training and ensure trainings held as per agreement & guideline of DAY-NULM with second party

2.5.2. The services to be performed by Skill Training Provider (Second Party) shall be as under:

1. Undertaking market scanning to assess employment potential and tying-up for Placements in reputed Industries prior to starting the batches to be trained. It should only start the course, when forward linkages for placement up to 70 % of batch strength are ensured.
2. Structuring the required training & skill up gradation inputs based on standards approved by ULB/SULM guidelines of DAY-NULM and as per requirement of the industry.
3. Maintaining the sources & infrastructure required for training & skill up gradation in adequate quantity & quality.
4. Setting up own centres with prescribed infrastructure as given NSDC/DGET against the course in the proposed towns.
5. Imparting training in the identified employment sector as per the agreement.
6. Providing soft skills as per the inputs indicated in **item-4 in Appendix-II.**

7. Ensuring the quality in the training as per the NSQF level standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.
8. Undertaking regular assessments during training and updation in Gol MIS portal.
9. Beside direct placement an additional training can be provided in form of apprenticeship or on the Job Training (OJT) to the trainees.
10. Coordinating with potential employers and industrial networking for Placement.
11. Providing placements for all the trained candidates.
12. Facilitating opening of basic saving bank deposit account and aadhar card for such of the candidate who do not have a bank account/aadhar card.
13. Maintain record of information like appointment letter, pay package / remuneration/ payslip, bank statement detail as provided of salary etc of the candidates provided with wage employment and submit to ULB/SULM.
14. Placement of trained urban poor candidates with special focus on Women, SC, ST, Minorities & PWDs.
15. Post placement counselling and retention for at least 12 months.
16. Devising extracurricular activities for wholesome personality development of trainees after the training hours.
17. Develop and maintain online Management Information System (MIS) for recording information of all candidates including contact details, bank account details, aadhar card no. status of assessment and certification, status of placement etc., on MIS portal.
18. Update the information of the candidates in the national MIS for NULM portal as specified by the MoHUPA MIS for EST&P Portal as specified by DAY-SULM. (<http://nulm.gov.in>), within a week of every entry is due to be updated.
19. To carry out any other task as assigned by SULM and ULB/SULM.

2.6. TRAINING CAPACITY & WORK ORDERS

1. The Second Party shall provide services to the First party/SULM for the Courses in the Sector/s as detailed in **Table 1 of Appendix - II** and provide dedicated training capacity as detailed therein.
2. A training plan shall be submitted on a yearly basis indicating the tentative number of candidates to be trained and placed ULB/SULM wise, sector-wise and course-wise.
3. Target of training shall be as decided by ULB/SULM.
4. Work orders will be issued to the Second Party based on basis of selection criteria.
5. The Second party shall comply with and conform to the Training Programme Content as approved by the First party/SULM, including but not limited to:
 - a) Compliance with the concerned Certification Norms as prescribed by NSDA in NSQF level.
 - b) Infrastructure Standards as specified **Table1 in Appendix-I**.
 - c) Adherence to Minimum batch strength, placements norms, time lines in implementation and biometric attendance etc., as specified.
 - d) Programme Specifications stipulated from time to time.

2.7. TRAINING & PLACEMENT PROCESS:

The Second Party shall follow the following process to ensure that the Scope of Service specified above is carried out:

1. The Second Party shall set up the training center with necessary infrastructure, trainers and relevant equipment in place to the satisfaction of first party/SULM before start of the training Program.
2. No franchise center or subletting of training is allowed and if found that any training provider has franchised or sublets assignment then severe action such as termination of contract, black listing and any other punitive action as decided by first party/SULM would be taken against the Skill Training Provider.

3. Training of Trainers (ToTs) to the Trainers should be conducted before positioning them at the center.
4. The trainers should be suitably qualified with relevant experience to the satisfaction of first party/SULM and should undergo ToT.
5. The list of trainers as **Table-4, Appendix-I** whose CVs are evaluated cannot be replaced without prior permission of first party/SULM & replacement will be subject to clause 2.23 (B-IV)
6. The Second Party shall put in place a dedicated and qualified Training Coordinator and his/her contact details shall be uploaded in the NULM MIS portal.
7. The Second Party shall identify placements for the trainees and communicate the same to the First party/SULM for approval before freezing the batch for inception.
8. The Second Party shall provide training to the youth in the identified employment sector, and shall ensure minimum 80% attendance and participation of the candidates in the Training Programme.
9. Meeting with parents should be arranged by the Second Party thrice (before selection, during training & at the time of placement)
10. Duration of all courses should be minimum of 3 months or 200 hours and depending on the trade and course module, duration may vary.
11. The Second Party shall provide
 - a. Soft skills, basic communication skills (in English), basic computer skills for other than ITES sector
 - b. personality & career development etc.,
 - c. Orientation and awareness on various aspects of financial literacy i.e. savings, credit, subsidy, remittance, insurance etc.,
 - d. Information regarding other Govt. schemes (including other components of NULM) and entitlements for poverty alleviation to the trainees.
12. The soft skills training should be for an hour per day.
13. Weekly internal assessment of the trainees should be done by conducting exams and report the same to ULB/SULM.

14. ID cards, Timetable and Training material to be handed over to the trainees within 5 days after commencement of the training.
15. Aadhar based Bio-metric attendance to be maintained and to be taken at starting and ending of the session on each day of training apart from attendance in NULM Log in and manual attendance. The bio-metric attendance should be integrated with E-nagar palika for real time feed back to first party/SULM.
16. Special attention to be devoted for such of the trainees who are lagging behind in learning.
17. Day wise Session plan to be displayed at the center.
18. The Second Party should ensure that all candidates are qualified in the assessment.
19. The Second Party is responsible for re-training and re-assessment if any candidate fails in assessment and such cost for unsuccessful candidates shall be borne by the Second Party.
20. Industry interface to be provided by facilitating guest lecturers from the employers and arranging exposure visits.
21. Trainees should be readied for the interviews by conducting mock-interviews, preparation of Resumes before sending for the placements.
22. The Second Party shall ensure that placements are provided to the trainees completing the training successfully with assured monthly salary as per the minimum wages act and industry standards.
23. The Second Party shall continue to track and counsel the placed trainees for at least for one year from the date of placement.
24. SULM & ULB reserve rights to ask for any corrections/ amendments/modifications if they find it necessary to maintain proper standard of trainings & shall be binding on second party without any cost.

2.8. INFRASTRUCTURE

- 1) The Second Party shall ensure that all the training centers are well equipped with all basic infrastructure required for providing quality training. The training centre proposed shall be completely dedicated to the First party/SULM. The minimum training centre infrastructure required is detailed in **Table-1, Appendix –I.**

- 2) The Second Party shall ensure that the minimum IT Infrastructure specified in **Table 2, Appendix -I** should be available with all the Training Centers.
- 3) Minimum infrastructure and equipment of practical lab should be available as mentioned in NSQF approved curriculum. Skill training partner should listed the details in **Table 3, Appendix-I**. The infrastructure should be of sufficient quantity & quality to cater number of candidates in a batch as per NSQF standard.
- 4) The Second Party shall ensure that the minimum course wise tool kit specified in **Table 3, Appendix-II** be available in the Training Center.
- 5) In training centers it will be ensured that
 - a. Eevery training centre should have Name Board which specifies that it is a First party/SULM training centre as specified Further, Stickers, Posters and any other information to be displayed as desired by the First party/SULM. **Table-5 of Appendix-I Display Material at the Training Center**
 - b. Separate wash rooms for girls and boys, Training hall with 40 chair capacity, 3-phase power, white board, ventilation, fans, purified water, first aid kit , generator, fire extinguisher etc should be provided in the center.
 - c. The cleanliness of the training centers during the training period and no material of explosive nature are kept.
- 6) The Second Party shall ensure that for any computer related courses it should be 1:1. and other courses training centre capacity is calculated on the basis of trainees. Further, The Second Party shall ensure that every trainee in its Lab shall acquire required skills without fail. However the ratio may be modified by the First party/SULM as per the exigencies.

2.9. TRAINING

- 1) The Second Party shall ensure that training programmes are conducted compulsorily for the stipulated period of minimum 3 months or minimum 200 hours and the actual training session should start at 9.30 AM and end at 5.30 PM. Further the Second Party shall ensure that:

- a) The Trainers & field staff of the Second Party should undergo one day orientation to be organized the First party/SULM
 - b) The class room strength shall not exceed 40 candidates to facilitate effective training.
 - c) Trainees shall be assessed as per the curriculum and graded.
 - d) Trainers to give training, counseling and mentor the trainees as per the guidelines of the programme.
 - e) The trainees who are lagging behind should be given special attention.
 - f) The printed training material should be in bi-lingual language (Hindi & English both) for each course shall invariably be provided to the trainee within 5 days from the commencement of training.
 - g) The day wise, hour wise schedule shall be adhered to.
- 2) The Second Party shall provide extensive training in courses as described in **Table 1 of Appendix - II** in technical skills (both theory and practical), Communication skills, Exposure to concerned industries / organizations make the trainees work-ready which makes the trainee employable with minimum guaranteed job skills as prescribed in the work order.
 - 3) The Second Party shall monitor and review the program components to assess quality of delivery and learning achievement once in every 7 days in the form of assignments, tests, group discussion, demonstration work & any practical work .
 - 4) The Second Party shall ensure that the candidate receive hands-on practice in their Lab for a minimum of 70% time of each day of training and 30% time should be class room (Theoretical)
 - 5) The Second Party shall ensure parents meeting thrice (beginning of the Training, during the training and before the placements) in coordination with First party/SULM.
 - 6) The Second Party shall ensure that the trainees shall complete the training successfully. Lesson planner/ Day planner needs to be maintained and updated continuously for each batch.

2.10.ATTENDANCE

- 1) The daily attendance shall be monitored on Aadhar based bio-metric attendance system **as per item-7 in Appendix-I** apart from the NULM login and manual attendance or bio-metric attendance should be integrated with E-nagar palika for real time feed back to first party/SULM.
- 2) Attendance shall be taken twice a day Morning: 9:15–10.15 AM and 4.30- 5.30 PM (Or as intimated from time to time) Manual registers shall also be maintained simultaneously by the Second Party. However, only Aadhar based bio-metric attendance would be considered for releasing payments.
- 3) The Second Party shall ensure that all the Aadhar bio-metric machines are in sync within 2 days. The Second Party shall immediately notify the First party/SULM and their respective vendor for non-updating of attendance due to any technical problem and downtime of bio-metric system should not be more than 48 hours. The Second Party is solely responsible for loss of attendance due to not taking attendance/loss of machine/damage of bio-metric device/ not synching and other such technical problems.
- 4) The Second Party shall ensure/comply that there will not be any forgery/proxy attendance which will be viewed seriously by First party/SULM and necessary action will be taken against Second Party under this Agreement the agreement clause 2.24.
- 5) SULM, officials of UADD & first party/SULM should check attendance on random & regular basis & due needful actions taken accordingly.

2.11.COURSE CURRICULUM:

The Empanelled Skill Training Providers shall at all times during the Agreement undertake to conform to and comply with all relevant laws, rules and regulations including the following:-

- ✓ Programme content as approved by NSQF.
- ✓ Compliance with the concerned Assessment & Certification Norms.
- ✓ Standards as lay down by the relevant programme of central / State / Local Authority.
- ✓ Programme Specifications for the time being enforced shall be binding.
- ✓ Duration of the training should be as per NSQF standards excluding holidays and candidates to be trained for minimum 4 hours per day.
- ✓ Training material and other entitlements to be given to the trainees must be handed over on the first day of the training.
- ✓ Ensure advance planning for commencement of next batch in the training center.
- ✓ Minimum batch size is 20 and maximum is 40. If deviation to this range the minimum batch size of 20 candidates would be permitted and below this will be cancelled, without cost.

- 1) The Ministry of Labor & Employment has designed NSQF Compliant curriculum for a list of Modular Employable Skill (MES) courses or Sector Skill Councils (SSCs) under the Skill Development Initiative Scheme. The Curriculum as provided by MoL&E should be the base for the skill training courses of proposed program.
- 2) A set of the training module (including soft copy), the training kit and the Training of Trainers (TOT) module, including one copy of course curriculum, hour wise & day wise course module, trainers & trainees manual, training calendar – training centre wise and minimum expected guaranteed out comes or skills shall be submitted to First party/SULM before 7 days from the Effective Date by the Second Party.

- 3) The second party shall periodically upgrade, modify content of training modules with approval of the first party/SULM/.
- 4) Soft skills content is mandatory requirement of all courses. It should constitute one hour per day. The Second Party shall ensure to provide soft skills to all the trainees as specified at **Table-2 & item 4 in Appendix-II.**

2.12.Placements and Post Placements

- 1) The Second Party shall report the proposed placements along with tie-ups for at least 70% of batch strength to First party/SULM before the finalization of the batch i.e. before inception.
- 2) The Second Party must place all the trained youth (minimum should be 70%) in relevant sectors to the training imparted with good emoluments/pay package as per minimum wages act and industrial standards. The placement shall be in the same sector/ field of training and the placements should be as far as possible close to the area of residence of the candidate unless the candidate is willing to take up a job farther away. Out of the 70% placements – minimum 50% of batch strength should be in wage employment and 20% in self employment. The changes if required in any course in this configuration, prior permission of SULM shall be obtained.
- 3) All the placements shall be done by the Second Party not later than 90 days of batch completion date. Further delay the penalty will be imposed as per **clause- 2.24(B-III)**
- 4) The placements will be verified by the First party/SULM within 15 days after the Second Party uploaded the placements in the portal.
- 5) For placement records salary slips, bank statement of candidates, NEFT transaction slip & in case of cash payment done with revenue stamp shall only be considered valid.
- 6) The Second Party shall maintain the database of each candidate being trained in specified trade / skill, placed beneficiary with the Name of Employer, Contact number, salary and designation of the trained youth and the same needs to be shared with First party/SULM and to be updated to the First party/SULM regularly during the tracking period of one year on a quarterly basis.

- 7) The Second Party shall carry out continuous follow up with Employer Agency and will track the aspirants for at least 12 months after they start working and submit post placement report after 12 months of placement to the First party/SULM, which include documents as listed in **clause-5 above**.
- 8) The success stories of the placed candidates and the work place photographs to be submitted to the ULB/SULM for verification regularly.

2.13. THIRD PARTY CERTIFICATION

1. Government has made it mandatory of providing third party certification from Regional Directorate of Apprenticeship Training (RDAT) and concerned Sector Skill Council (SSC).
2. 3rd party (RDAT/ SSC) will conduct assessment of all the trained candidates with a minimum attendance of 80% at the end of the training period. The Second Party shall comply with all the certification norms and should work in coordination with certifying agency during assessment.
3. The failed candidates in the assessment should be re-trained and send them for re-assessment by the Second Party and the cost should be borne by Second Party.
4. Video recording of whole assessment process is to be done compulsorily & shall be kept in record for processing payments etc.

2.14. INSPECTION OF TRAINING CENTERS.

The state office & first party/SULM functionaries will be inspecting training center during the batch period and the information will be collected in a prescribed Performa containing various parameters such as quality of training, infrastructure, faculty, attendance, environment etc. A log of inspection shall be maintained for each training course by first party/SULM.

2.15.DOCUMENTATION & MONITORING

- 1) The Second Party shall at all times maintain proper documentation at the training centre of all reports and process documents associated with the Training and placement programme/s such as inception report, placements report, post placements reports, staff & trainees' attendance report, visitors register, etc and make the same available for inspection and verification by the First party/SULM.
- 2) The Second Party shall update the details of the trainees indicated in First party/SULM portal in the given time frame.
- 3) A detailed table for MIS updation to be done by the Second Party, in the First party/SULM MIS as mentioned **Appendix-IV of Annexure-B** apart from the NULM portal. The first party/SULM shall consider the same data which is entered and strictly follow all the processes as per the data available in the first party/SULM's software in addition to the NULM portal.
- 4) The Second Party shall be willing to upgrade itself technically to imbibe new technology or applications introduced by the First party/SULM whether for administrative purposes or for methodology of training.
- 5) If any Training Center of the Second Party, SULM found deviating from the standards prescribed herein or as per the norms of First party/SULM, or has failed in delivering the modules or the training activities properly, the First party/SULM shall notify the Second Party to replace the concerned training center and the Second Party shall comply with the requirement of the First party/SULM immediately.
- 6) If any trainer/faculty member of the Second Party found deviating from the standards as prescribed by the First party/SULM/, or has failed in delivering the modules or the training activities properly, the First party/SULM shall notify the Second Party to replace the concerned trainer/faculty member and the Second Party shall comply with the requirement of the First party/SULM immediately to the satisfaction of the first party/SULM.
- 7) Training provider has to maintain full infrastructure during scheduled training period. If

it is not found as per norms than second party ensure services to be normalize within 48 hours or notice issued by first party/SULM.

2.16. THE SECOND PARTY'S PERSONNEL

- 1) The Second Party should have adequate training staff for conducting the EST&P programme awarded by the First party/SULM. The Parties understand, admit and acknowledge that the personnel engaged by the Second Party shall not be the employees of the First party/SULM and there shall not be any Employer-Employee relationship between such personnel.
- 2) The CVs of the qualified Operations and Training staff shall be submitted by the Second Party to the First party/SULM for approval before commencement of the training. This is mandatory. The personnel as per the list shall not be replaced without prior permission of the first party/SULM. The replacement of key personnel shall be of better or equal qualification to the satisfaction of first party/SULM.
- 3) The Second Party shall put in place a dedicated training centre coordinator for each training centre who will be the point of contact for that training centre along with District Coordinator.
- 4) The Second Party shall ensure that the trainers & staff members at all their training centers shall have ID Cards.
- 5) The trainers & staff members mark their attendance through the bio-metric system at the Centre.
- 6) The Second Party shall ensure that the trainers are given training or refresher trainings at regular intervals and their assessments are submitted to the First party/SULM.
- 7) The First party/SULM will provide one day orientation on the EST&P programme and other quality parameters to be followed by the operations and training staff of the Second Party.

2.17. LOCATION

The training center shall be located within the municipal area of ULB/SULM or as decided by ULB/SULM in accordance with work orders issued by the First party/SULM, representative of First party/SULM pursuant to this Agreement.

2.18.DELAYS:

The Second Party shall proactively do all the timely coordination with the First party/SULM to ensure timely completion on its part. The Second Party shall also provide to the First party/SULM all the necessary data required for expeditious decision making. If the services are impeded or delayed in spite of best efforts by the Second Party, suitable time extension may be considered by the First party/SULM provided First party/SULM is satisfied/ convinced about the reasons given by the Second Party & such extension will attract penalty as prescribed in **clause 2.24**.

2.19.PAYMENT NORMS

1. For the Placement linked Skill training programmes conducted by the Empanelled skill Training Provider, ULB/SULM shall make the following payments based on agreement norms, which may be subject to change from time to time. The Payment norms shall be agreed in the MoA entered into between ULB/SULM and the Empanelled skill Training Provider. The Bidders shall agree to abide by the payment norms and submit their bids after due consideration of these payment norms:

2. Payment would be given in 20:20:20:20:20 ratios and in 5 installments as mentioned

Appendix-III of Annexure-B

3. The consolidated Training Fee as per common cost norms for course/trade shall be inclusive of all costs including Training infrastructure, training material, Issue of ID Cards, biometric attendance, Exposure visit, and mobilization charges, staff remuneration etc, except traveling cost for women & PWD candidates will be reimbursed after successful completion of training .
4. Skill Training Provider has to provide sufficient proofs of successful placement of candidates which includes Placement letters, Joining Letters, NEFT transfer, Bank Statement and in case of cash Revenue stamp receipt co-attested by trainees, photo-proofs, etc. to release the payments for the placements.
5. The Skill Training Provider shall continue to track and counsel the trainees after the

placement for at least 12 months after placements and submit the Post placement tracking reports along with sufficient proofs of remuneration with respect to the batch at the end of 3 months, 6 months, 9 months and at the end of 12 months after the placement.

2.20.PERFORMANCE GUARANTEE:

1. The Second Party shall furnish a Performance Guarantee by means of a Bank Guarantee issued by any scheduled commercial bank payable at ULB/SULM for Rs. 100000/- or 5% of project cost whichever is more valid for two years at the time of signing of Agreement.
2. The performance guarantee is invoked either or partly for any amount due by the Second Party to the First party/SULM or in case of pre – termination of the agreement for the defaults and non compliance of the terms and conditions of the agreement, it shall be the responsibility of the Second Party to replenish the Guarantee within 7 (days) of such invocation failing to do so shall amount to a default or non-compliance of its obligations leading to termination of the Agreement.

2.21.PAYMENT SCHEDULE :

2.21.1. Training Fees

1. The Training Fee as per cost common norms is inclusive of all costs as mention in clause 2.19.3, Taxes applicable as per rule.
2. The First party/SULM shall pay the Second Party training fee as per scheduled rates for each course. As detailed in **Appendix-III of Annexure-B (payment norms)** subject to the terms and conditions of this agreement and work order issued by the First party/SULM for the respective training. First party/SULM will make payment on produce proof of conditional documents by training provider.
3. The number of trainees (agreed minimum number of candidates in a batch for the particular course) undergoing a particular course and the percentage of placements and retention of trainees under that course will be based on the inception report submitted by the Second Party within 20 working days of starting of a batch. To be

considered in the inception report as a trainee, a youth would have to register a minimum, attendance of 10 working days of first 15 working days (through bio-metric system and NULM MIS)

2.22. Outcomes of the programme:

1. Employment (both wage employment and self-employment) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment. In case of deviations is required in above placement percentage, ULB/SULM should take prior approval for exceptions of placement percentage in any particular course from SULM.
2. In case of wage employment, candidates shall be placed in jobs that provide wages at least equal to minimum wages prescribed and such candidates should continue to be in jobs for a minimum period of three months, from the date of placements in the same or a higher level with the same or any other employer.
3. In case of Self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade licenses or setting up of an enterprises or becoming a member of a producer group or proof of additional earnings (bank statement) or securing a relevant enterprise development loan or any other suitable and verifiable document as prescribed by the respective SULM.
4. In case of re-skilling or skill up-gradation of persons already engaged in an occupation, at least 70% of such persons shall have an increase of at least 3% in remuneration within 14 months of completion of the skill development training.
5. Formal recognition and certification of persons who have acquired skills, through informal, non-formal or experimental training in any vocational trade or craft (after imparting bridge coursed if necessary) should provide an appropriate increase in wages in the skill category of the candidate for immediate and subsequent production cycle in case if wage employment or meet the conditions under i(c) above in case of self-employment to be treated as the outcome of this effort.

2.23. DOCUMENTS REQUIREMENT FOR PAYMENTS:

The Second Party shall furnish the following documents along with Invoice/ bill for release of payments as specified below:

1. For Inception payment:

1. list of candidates with self attested passport size photos and aadhar card
2. attendance sheet
3. Photographs of the centres, class rooms and Lab duly signed by the Second Party.

2. For Training & Assessment payment:

1. List of candidates
2. Batch completion photo
3. Assessment photo and video recording
4. Attendance sheet of training & assessment
5. Certificate from Assessment agency.

Above all documents should be duly attested by the Second Party.

3. For Placement payment:

1. List of placed candidates
2. Confirmation/Joining letter
3. work place photographs of all placed candidates
4. Salary details from the employer (NEFT transfer/cheque/bank statement of candidates). These documents should duly countersigned by the Second Party.

4. For Post-Placement payment:

1. **Pay slips for 12 months** ((NEFT transfer/cheque/bank statement of candidates),
2. work place photograph
3. Service Certificate from the employer duly countersigned by the Second Party.

2.24. SUSPENSION OF PAYMENTS/PENALTIES BY FIRST PARTY/SULM

A. In cases where, there are significant deficiencies in following services by the Second Party :

1. *Lack of infrastructure*
2. *Not issuing ID cards, Training Material and Tool Kit.*
3. *Insufficient faculty at the center.*
4. *Non compliance with training schedule.*
5. *If fraudulent practices are adopted e.g. showing candidates who actually not attended course wrong placements, salaries.*
6. *If found manipulation of attendance.*
7. *Subletting/Franchisees of training.*
8. *In case of any deficiency in quality of the service delivered by the Second Party with respect to Training centers not meeting standards as prescribed, Minimum guaranteed skills not delivered as assured.*
9. *Violating any condition of contract.*

By causing adverse effect on the Training Programme of the First party/SULM or on the reputation of the First party/SULM, SULM the First party/SULM or his/her designate may initiate and can take following penal actions against the Second Party:

1. Can impose penalty not exceeding 25% of the contract value,
2. Cancellation of contract (or part thereof) & forfeiture of performance guarantee of applicant.
3. Debarring/blacklisting the second party for a specific period of not less than 12 months for performing in whole state of Madhya Pradesh.
4. First party/SULM may by written notice to Second Party, suspend all the payments to Second Party here under (except in relation to those services which have been performed to the satisfaction of the First party/SULM and in conformity with the provisions of this Agreement) if Second Party fails to perform any of its obligations under this Agreement, including carrying out the services, provided that such notice of suspension shall specify the nature of failure and call for the explanation of the Second Party for such failure within a period not exceeding (07) days after the receipt by Second Party of such notice of suspension. If the explanation of the Second Party is not satisfactory to the First party/SULM, the First party/SULM may issue Suspension notice specifying the period of suspension and other relevant details. The decision of the First party/SULM in this regard shall be binding on the Second Party.

All above or any of the proposed action shall only be taken after giving due opportunity of hearing to second party.

B. PENALTY FOR OTHER SPECIFIC CONDITIONS:

- I. **Based on number of trainees qualified & assessed:** Minimum 80% trainees shall be qualified for assessment & appeared in assessment test. The failure on this account shall attract following penalty by first party/SULM :
 - a) *If qualified & assessment 60-80%- 5% of contract value.*
 - b) *If qualified & assessment 40-59%-10% of contract value.*
 - c) *Less than 40% number qualified & assessment-20% of contract value.**

II. Based on placement :-

1. Training provider will be paid on Pro-rata basis if outcome achievement is less than 70% as per clause 2A (revised EST&P Guideline; for instance in case the achievement is 60%, only 6/7th of the 5th installment will be paid.
2. In case of candidates placement is less than 50%, then first party/SULM after careful consideration of all related factors with respect to performance & after giving due opportunity of hearing, ULB/SULM can disengage/blacklist/debar second party from all the trades/centers under SULM. Any such action would be informed to ministry of Housing & Urban Poverty alleviation (MoHUPA) and all other ministry/Dept, for a period of at least one year from date of such order, and can take any one or more actions as prescribed in **clause-2.24-A**

III. Based on timely placements:

The minimum 70% placement of successfully certified trainees within 3 months of completion of trainings, if second party fails to achieve milestones within stipulated time then ULB/SULM will take following actions:

1. *For a delay of first 3 month-2% of contract value per month.*
2. *For further delay of 6 month -5% of contract value per month.*
3. *For any delay beyond one year – No payment shall be made & actions as per clause-A shall be taken up.*

IV. Replacement of trainers :

1. *The second party retain trainers specified in proposal to be available during implementation of the agreement. The first party/SULM will not normally consider any request for substitution of trainers.*
2. *Replacement of trainers will be permissible if trainers are not available for reasons of death, any incapability, subject to conditions that, equally or better qualified & experience trainer being provided to the satisfaction of first party/SULM, No trainer shall be engaged without prior approval of first party/SULM.*
3. *Accept in case of death & physical impairment replacement of trainer will attract following penalty :*
 - a) *Ist substitution & each subsequent substitution shall attract deduction of 1% & 2% of contract value for rest duration of project.*

C. OTHER PENALTIES

Notwithstanding anything contained herein and without prejudice to its rights and entitlements, the First party/SULM may have under this Agreement or under any other law and equity, in case of violations of / deviations from the conditions in the agreement, guidelines and norms of First party/SULM by the Second Party, **the First party/SULM shall be entitled to impose penalty and within a seven days (7) notice to** reduce or suspend further targets, cut in payment or suspend the payments (monetary) to the Second Party besides recovery of the same by invoking the Guarantee.

2.25. TERMINATION

Subject to the other provisions of the Agreement, either Party may terminate the Agreement as provided below.

2.25.1. **First party/SULM may terminate** this agreement by written notice of not less than 7 days to the Second Party, on the occurrence of any of the events specified below.

- 1) If Second Party does not remedy a failure in the performance of its obligations under this Agreement, within 10 days of receipt after being notified or within such further period as First party/SULM may have subsequently approved in writing;
- 2) If Second Party become insolvent or bankrupt.
- 3) If the Second Party commits a breach on the representation and warranties as provided hereinafter or is found to engage in any prohibited practices or has committed Fraud or is involved in corrupt Practices specified in this agreement
- 4) If any criminal proceedings are initiated against the Second Party by any courts in the country.
- 5) Any other breach of the terms under this Agreement by the Second Party.

2.25.2. Termination by Second Party

The Second Party may terminate this Agreement, by not less than 30 days written notice to First party/SULM, provided such notice is given after the occurrence of any of the events specified below:-

- I. If First party/SULM fails to pay the fees due to the Second Party pursuant to this agreement and not subject to dispute pursuant this agreement within 60 days (sixty days) after receiving written notice from Second Party that such Payment is overdue; or
- II. If the First party/SULM fails to discharges its other obligations under this agreement.

3. COMMENCEMENT AND COMPLETION

a. Tenure of Agreement

This Agreement shall come into force from the date of this Agreement (the "Effective Date") and shall be valid for 3 year from the date of agreement unless determined earlier.

b. Commencement of Services

The Second Party shall commence its performance of Service within a period of 7 (seven) days from the receipt of work orders, unless otherwise agreed by the Parties. If the Second Party shall not commence the Training within 7 days for the date of Work Order, a penalty of Rs.5000/- per week will be imposed. The First Party will issue the work order after due verification of various parameters of training centers and with infrastructure facilities.

4. RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Parties shall be as stipulated in the Agreement, and in particular:

- a) Second Party shall train and provide placements to the identified urbanunemployed youth in the different districts of the State under the Training Programme prescribed by the First Party in accordance with the provisions of the Agreement; and
- b) Standards of Performance by the Second Party - The Second Party shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate training methodology, materials and methods. The Second Party shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the First Party, and shall at all times support and safeguard the First Party's legitimate interests in any dealings with Third Parties.
- c) The Second Party shall at all times during the currency of the Agreement undertake to conform to and comply with all relevant laws, rules and regulations.
- d) The First Party shall make payments to the Second Party in accordance with the provisions of the Agreement.

5. Force Majeure (FM) Event

- a) The Parties shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement.
- b) In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth hereinabove which continued for more than 7 (seven) continuous days, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the Force Majeure Event relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered during a period of 60 days to resolve the issue. Where the effected Party is unable to resume the works and unable to resolve the said issues, may terminate the Agreement with a 7 (seven) days prior notice to the other Party in which case, subject to recovery of any penalties or other dues the Guarantee shall be returned by the First Party.

8. INDEMNITY

Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "Indemnifying Party") hereby irrevocably indemnifies, defends, saves and hold harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and hold harmless, at all times the other Party ("Indemnified Party"), and its respective directors and employees including officers and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expenses, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the Indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

9. CONFIDENTIALITY

- a) Subject to Clause b below, each party agrees that it will keep confidential and shall not disclose to any third person any confidential information with respect to the training programme and the services.
- b) Exceptions
A Party may disclose Confidential Information:
 - I. to the extent to which it is required to be disclosed pursuant to Applicable Law;
 - II. to the extent to which it is specifically permitted by the other Party in writing;

- III. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 1 above); and
- IV. to professional advisors, but only to the extent necessary and subject to such professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

10. FRAUD AND CORRUPT PRACTICES

- a) The Second Party and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the First Party shall be entitled to terminate this Agreement forthwith by a communication in writing to the Second Party, without being liable in any manner whatsoever to the Second Party, if it determines that the Second Party has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the First Party shall forfeit and appropriate the performance guarantee and withhold any amounts due for payment, if any, towards compensation and damages towards, inter alia, the time, cost and effort of the First Party, without prejudice to the First Party's any other rights or remedy hereunder or in law.
- b) Without prejudice to the rights of the First Party under this Clause above and the other rights and remedies which the First Party may have under this Agreement, if the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Second Party shall be Black listed for a period of at least 2 (two) years from the date the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- c) The following terms shall have the meaning hereinafter respectively assigned to them.
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Process.
 - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Process.
 - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the process; and
 - iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the First Party with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the process.

11. APPLICABLE LAWS

The Second Party shall perform the services in accordance with the Applicable Laws and rules made there under and the orders of the Government issued from time to time.

The Second Party admits that it is aware that these training programmes are being undertaken under the GOI Scheme and subject to the guidelines and instructions issued by the GOI from time to time and loss incurred by it consequent to such guidelines and instructions shall be borne by it and the First Party shall not be liable.

12. ASSIGNMENT

The Second Party shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Location place of Head Office of the First Party shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

14. DISPUTE RESOLUTION

Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement. Where the parties fail to arrive at a settlement, the dispute may be referred for conciliation as provided in Cl.16 below.

15. Conciliation:

In the event of any dispute between the parties, either party may call upon Secretary, Urban Development Department, and Government of Madhya Pradesh/Government of Madhya Pradesh as the case may be for conciliation and settlement within 15 days. If the conciliation proceedings fail to arrive at a mutually agreeable settlement, the dispute may be referred to arbitration.

16. Arbitration:

Any dispute which is not resolved amicably by conciliation, as provided in clause (16) shall be referred to arbitration of a single arbitrator as mutually selected, under the provisions of the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be held at Location of Head Office and in English language.

17. SEVERANCE

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect or impair the legality, validity or enforcement of any other provision, or any part thereof. Should any provision of this Agreement be or become ineffective the Parties shall in good faith use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision, to be substituted for the provision so found to be void or unenforceable.

18. WAIVER

The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, unless evidenced in writing, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

19. SURVIVAL

All the rights and obligations of the parties shall survive the Agreement.

20. MODIFICATION OF AGREEMENT

Any modification of the Agreement shall only be made by written agreement between both the Parties.

21. REPRESENTATION AND WARRANTIES

a) The Parties hereby represent and warrant to each other that:

1. It is duly established and existing under the relevant laws has the legal power and authority to sign this Agreement, perform and comply with its duties and obligations under this agreement.
2. This agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
3. There are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrains it from performing its duties and obligations under this agreement; and
4. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.

b) The Second Party represents and warrants to the First Party that the information furnished in their proposal and as updated/clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

22. RELATION BETWEEN THE PARTIES

This Agreement shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement, and except as specifically and expressly provided in this Agreement, neither Party shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission of the other party, however or whenever it arises. This Agreement is entered as between Principal to Principal.

23. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way

relevant to this Agreement shall be in writing and in both English and Hindi language.

24. NOTICES

- a. Any notice pursuant to this MOA shall be in writing signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, email, recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified by the Parties):

If to the First Party:

Attention: Commissioner/CMO of concerning Urban local body

Address:

Office of Municipal Corporation/council <Name of ULB along with postal address including email, landline & mobile No.>

If to the Second Party:

Attention:

Name & designation of head of Skill training provider along with postal address including email, landline & mobile No.

- b. All notices served at the above address shall be deemed to have been served as follows:
- I. If delivered by hand, at the time of delivery.
 - II. If communicated by facsimile, on receipt of confirmation of successful transmission.
 - III. If communicated by email, on receipt of confirmation of successful delivery; and**
 - IV. If sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient or non-return of the cover without delivery by the postal authorities
 - V. If sent through recognized courier agencies on delivery.
 - VI. Any refusal to received such registered cover or brought by the courier shall amount to have been delivered.
- c. All notices communicated by facsimile or email shall be followed by a copy thereof being sent by registered post or recorded delivery to the addresses specified above.
- d. A notice or other communication received on a day other than a business day, or after business hours in the place of receipt shall be deemed to be given on the following business day in such place.
- e. For the purposes of this clause, the term business day shall mean a day other than second Saturday, Sunday and public holiday in accordance with the Official Calendar of The Government of Madhya Pradesh.
- f. Either party may, from time to time change its address or representative for receipt of notices provided for in this agreement by giving to the other party

not less than 10 (Ten) business days prior written notice in the same manner provided for in this clause.

25. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the First Party or the Second Party, as the case may be, may be taken or executed by the officials specified in this agreement.

For the First Party i.e., Commissioner/CMO, MP-DAY-SULM or any official delegated by him/her from time to time.

Unless otherwise notified, the Second Party's Representative shall be the signatory to this Agreement

26. FAIRNESS AND GOOD FAITH

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

27. TAXES AND DUTIES

Unless otherwise specified in the Agreement, the Second Party shall pay, all such taxes, duties, fees and other impositions including service tax if any, activity under this agreement, as may be levied under the Applicable Laws.

28. OPERATION OF THE AGREEMENT

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the tenure of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this clause shall give rise to a Dispute that may be got resolved as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives on the day and the year first above written.

For
Municipal corporation/Council (MP-
DAY-SULM)
(First Party)

For and on behalf of
(Second Party)

Name:

Name:

Designation:

Designation:

Date:

Date:

In the Presence of:
1. Signature

In the presence of:
1. Signature

Name:

Name:

Address:

Address

2. Signature

2. Signature

Name:

Name:

Address:

Address:

Enclosed:

1. Copy of Sanction order issued by ULB.
2. Copy of EST&P Guideline (along with Revised Guideline 18 Feb.2016).
3. Work Schedule for the Project. (Annual ULB-wise, center-wise, trade-wise Targets).
4. Terms of Reference (ToR)
5. Annexure : A-list of sector wise courses.
6. Appendix-I to IV

ANNEXURE - A : LIST OF SECTOR WISE COURSES

Not- STP are required to provide Skill training to all the trainings on NSQF compliant course curriculum under EST&P as per guideline of DAY-NULM as per details provided in ToR Course/Training Duration..

S. No.	MES/SSC course Code	Sector / Course Name	Minimum Educational Qualification	NSQF level	Duration of Training (Hours)	Training Cost Category

Follow SkillReporter on Facebook Twitter LinkedIn Google

APPENDIX - I**Table 1 - Specifications for Training Centre Infrastructure**

Particulars	Infrastructure
Theory Classroom	With a minimum Capacity of 40 Chairs
	White/Block Boards -1
	Notice Board-1
	Almarah-1
Practical Room	a) In case of Computer related courses: Students (IT related course 1:1)
	b) In Case of other courses: Tools and equipment, infrastructure as per NCVT/SSC norms
	c) Common infrastructure: for all trainings
Other Facilities	Drinking Water
	Separate Wash rooms for Boys & Girls
	Electricity UPS
	Stand by Generator
Study Material	Hand Books Related to Course
	Motivational Story Books
	Motivational Movies
	Magazines
	News Papers
Documentation & Biometric Device	Attendance Registers (Trainers & Trainees)
	Visitors Register
	Trainees Assessment Reports
	Biometric Device

Table 2 – Minimum IT Infrastructure

The below specified minimum IT Infrastructure shall be available with all the Training Center/ Institutes.

- o One Desk Top with 3GB R!M, 300GB, 20" LCD, Key Board, Mouse, Speakers and mike/ Windows7 Operating system is preferable.
- o One Broad band with at least 512Kbps unlimited connectivity for best web based video (Preferable 1MBPS).
- o One GPRS based Bio-metric device with battery and AC supply for attendance.
- o One High resolution 5 MP webcam with 640x480,up to 30 fps
- o (optional) LCD projector(4000 lumens) with Screen and 10mt. cable for training on Audio/Visual content.

The IT infrastructure specified needs to be in place at the time of work order.

Table3- Minimum infrastructure & equipment in practical lab.

Particulars	Specifications	No. of tools & Equipment

Table-4 :- List of resource person(Trainers) in applied skill sector :

S.No.	Name of trainer	Designation in centre	Education qualification	Experience	Contact detail

Table 5 – Display Material at the Training Center

Particulars	Specifications
Training Center Display Board	A Board outside the Training Center as specified.
Course Details Boards	Inside the Training Center at prominent place the following boards should be displayed:
	Course start & end dates Timings of the training. Time Table and Session Plan. Entitlements of the Students. Jobs identified for the batch. Duly showing the name of the company. Name of the Faculty with their qualifications.

6. Name Board Template (Sample)

2. Model Identity Card

For Trainee

Identity Card	
(EST&P under MP-DAY-NULMM)	
Name of the STP:	Co <input style="width: 50px; height: 20px;" type="text"/>
Name of the Trainee:	
S/o/ D/o _____	
Name of the Course:	Batch No. :
ID No. :	D.O.B. :
Year : 2018-19	
Candidate Signature	Signature of the issuing Authority

For Faculty

Identity Card

(EST&P under MP-DAY-SULM)

Colour Photo:

Name of the STP:

Name of the Faculty:

D/o/ S/o _____

ID No:

D.O.B

Year : 2018-19

Candidate Signature

Signature of the issuing

Authority

Follow SkillReporter on Facebook Twitter LinkedIn Google

Item-7 Aadhar based Bio-Metric Attendance

Aadhar Based Bio-metric device specifications should be followed by the Training Provider before synchronizing the device with NULM & CGG server

- TFT display (Suggested only when capturing of images is planned)
- High Resolution Optical Fingerprint Scanner minimum 500 DPI
- Biometrics only Authentication
- USB Port, TCP / IP
- In built GPRS modem in the device
- In-device authentication
- Person name and ID display, Photo display
- Automatic Server to Device Synchronized
- Lowest Fingerprint Data Storage
- FAR – near 0.001% and FRR near 0.01%
- In-built battery backup of minimum 4 hours
- Automatic Fingerprint Detection and Activation
- Online or Offline Transmission of data (preferably online and can manage the device through web base application. Data should be centrally collected)
- Any standards Certification
- Image dimensions: minimum 280x352 pixels
- Field distortion <0.1% corrected over active area
- MTF contrast >0.135 @ 10 cycles / mm sine wave
- Finger Capture Device: Optical Sensor Based, Multispectral technology desirable
- Resolution: Minimum 500 DPI Image
- Interface to Host: USB / Comport
- Supported operating System: Linux is preferable / Windows XP
- Suitable enclosure with lock and key for biometric devices with Wall mounting accessories for physical security and tempering

(i) Monitoring of Attendance by the Training Provider

- 100% attendance from all the training centers on daily basis
- All 10 finger prints of the Youth shall be enrolled
- The finger print data should not only be stored locally on the device but it should also be uploaded to the server
- Once candidate's registration is completed and batches frozen there shall no scope for editing date and names at device level.
- Consolidate attendance-day wise for given period, candidate wise as well as for the full training period (at the end of the training) should be seen in the device.
- Along with the candidates ID and Name of the candidate also should appear
- One machine will be used only at one training center. Even if training center belongs to the same Sub-Mission.
- Provide print facilities so that attendance can be printed and filled.
- Device pulling should be done only once after 7.00 p.m. of the day.

(ii) Restrictions

- Date and time setting are not allowed.

- Delete and Edit option should be blocked.
- The device registered and not in use more than 3 months it will be automatically delete from the NULM & CGG software.

(iii) Attendance

- Attendance should be club of 1st IN followed by last OUT

Follow SkillReporter on Facebook Twitter LinkedIn Google

APPENDIX-II

Table: - 1. Identified Courses and Fee

Sl.No	Sector	Course	Qualification	Cost of Training per candidate including all taxes (in Rs.)

Course Duration: - Course duration for all skill training programme is minimum 90 days (approximate or 200 Hrs including soft skills training). The course duration may varied depends upon the trade and course module.

Table – 2. Course Content (including soft skills)

Sl.No	Course	Course content (brief)

Table – 3 Course wise Tool Kit provided to Trainees

Sl.No	Description/ Specifications	Quantity

Note: The sectors/ courses allotted, Training content, Tool kit and details of course fees related to the allotted courses will be given in the work order.

Item-4. SOFT SKILLS

- a. **Basic Communication skills** (in English)
- b. **Basic computer operations** (for courses other than computer training)
- c. **Professional Etiquettes**
- d. **Work readiness training:** It intends to provide skills in interview techniques, resume preparation, group discussion, career planning etc.,
- e. **Personality Development:** time management, money management, public relations, ethics at work place, positive mental attitude etc.,
- f. **Financial Literacy** – Orientation and awareness on savings, credit, subsidy, remittance, insurance and pensions.
- g. **Other government schemes** – provide information regarding other government schemes (including other components of NULM)

Appendix – III**Payment norms for Training Fees**

The First Party shall pay training fee to the Second Party in Four tranches in the following manner:

Installment and % of Cost	Output Parameter	Timelines
1 st Installment: 20%	Commencement of training batch	15 days after commencement of training based on Aadhar based attendance. The candidate should have attended at least 10 days out of 15 working days from the start date of the batch.
2 nd Installment: 20%	The number of candidates qualified for payment should have minimum of 80% attendance & qualified for assessment.	Completion of the training as per the duration of the course. Distribution of interim training certificate of STP to trainees by second party in presence of ULB/local elected representatives.
3 rd Installment: 20% plus aggregate amount of refundable security deposit collected from each certified candidate.	Placed Candidates would be verified before qualifying for payment. More than 50% should be placed in the organization to release the payment. Refund refundable security deposit to TP (collect proof RFS receipt from training provider)	On completion of training, Certification and placement of successful candidates. After retention of more than 50% placed candidates for minimum 3 months in the placements provided by the Second Party. On submission of 1 st 3 month tracking report of trained and placed candidates report. Settlement of refundable security deposit of all successful candidates.
4 th Installment: 20%	At least 70% successful trainees should be placed in the organization to release the payment. Placed Candidates would be verified before qualifying for payment.	After retention of the candidates for minimum 3 months in the placements provided by the Second Party. On submission of 1 st 3 month tracking report of trained and placed candidates report.
5 th Installment: 20%	Placed Candidates would be verified after one year to approve the payment. At least 70% should be working for 6 months in the organization to release the payment.	After retention of the candidates for minimum 6 months in the placements provided by the Second Party. Tracking once in a month to be done by the STP for 12 months and submit the status report.

*** Please note that the placements and retention percentages will be calculated on the basis of inception report & payment will be made on pro-rata basis.**

Appendix - IV
Programme Software

Sl. No.	Software Updation
1	Training centre details
2	Selection of candidates in software
3	Registering candidates into bio-metric system
4	Registration of training centre as a testing centre on concerning assessment & certification portal of Sdis.gov.in/Sdms.gov.in.
5	Finalization of batch and confirmation from training partner head office
6	Uploading the inception bills
7	Daily biometric attendances
8	Uploading batch status & quality parameters online continuously
9	Placements updation and sending to ULB/SULM
10	Uploading the placement linked installment bill
11	Updating the post placement verification report
12	Uploading post placement bills

Follow SkillReporter on Facebook Twitter LinkedIn Google