



REQUEST FOR EMPANELMENT (RFE)

of

Industrial Houses as

Flexi Training Partners to

Train and Skill the Youth

For their

Industrial Needs

UP SKILL DEVELOPMENT MISSION

DISCLAIMER

The information contained in this Request for Empanelment (RFE) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority/Client or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFE and such other terms and conditions subject to which such information is provided. This RFE is not an agreement as the latter would follow subsequently after the proposals are received, evaluated and approved by the Client/Authority.

The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by the Authority/Client in relation to the programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in this RFE may not be comprehensive and conclusive. Information provided in this RFE to the Applicants is on a wide range of matters. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority/Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise in this RFE. The Authority/Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFE.

The issue of this RFE does not imply that the Authority/Client is bound to empanel all the Applicant(s) or to empanel the Selected Applicants, as the case may be, for the implementation of the programme and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

1. Fact Sheet

On behalf of the Government of Uttar Pradesh, Uttar Pradesh Skill Development Mission (may be referred as UPSDM or the client), here in invites applications from the reputed and established industrial houses for partnering with the UPSDM as Flexi Training Partners for facilitating training of youth in industry compliant trades and ensuring their placement in their own or subsidiary establishments.

Particulars	Details
Reference no. and date	5438/UPSDM/Flexi RFE/2020-21 dated: July 31, 2020
RFE issued by:	Uttar Pradesh Skill Development Mission
Mode of Proposal Submission	The RFE document may be downloaded from the UPSDM portal www.upsdm.gov.in at no cost. Reference Number must be mentioned in proposal. The proposal has to be submitted physically at UPSDM Office.
Clarification regarding RFE	All queries to be sent on ddtpp.upsdm@gmail.com
Last Date & Time of Submission of proposal	A Continuous Empanelment Process unless withdrawn
Period for furnishing Performance Security	Within 10 days from the date of empanelment
Performance Security Value	Performance Guarantee @ Rs. 2.00 lac per district in the form of Demand Draft or Bank Guarantee issued in favour of Uttar Pradesh Skill Development Mission, Lucknow and payable at Lucknow from any of the nationalized Scheduled commercial Bank to be submitted in original at UPSDM Office at Aliganj.
Performance security validity period	90 days beyond empanelment period. In case of bank guarantee the same would be required to be renewed every year.

Contact Person	Shri Rajesh Kumar, Deputy Director, UPSDM ddtpp.upsdm@gmail.com
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2. Uttar Pradesh Skill Development Mission (UPSDM)

2.1. Brief about UPSDM:

An offspring of the UP State Skill Development Policy 2013, the UPSDM is established as a registered society under the Societies Registration Act, 1860. It is administratively controlled by the Department of Vocational Education & Skill Development, Government of UP. The UPSDM as a society came into formal existence in September, 2013.

The UPSDM is construed as a skilling initiative and strategic intervention to integrate and converge all the skill training programmes under implementation by different departments and in process align them on a standardized format with identical characteristics. The end objective is to provide training to the youth of the State in various industry complaint vocational trades and also arrange sustainable employment opportunities for them through its empanelled training providers to enable them earn their livelihood.

The UPSDM is currently implementing 5 centrally sponsored schemes including 2 flagship programmes viz DDU-GKY, PMKVY, BADP, SCA to SCSP. Apart from the above BoCW which is completely a State sponsored skilling programme of the Department of Labour Government of UP for the construction workers is also under its arch of activities. Another skill training option is provided out of the State Skill Development Fund, which is primarily conceived as a top up fund and usable for (i) addressing the complimentary funds requirements under various schemes (ii) arranging training of youth and augment the availability of funds for skill training. Another programme implemented by the Mission is a Government of India sponsored and World Bank Funded SANKALP Project which is aimed to develop requisite infrastructure and improvised adequate structural arrangements to facilitate improvement of is skilling eco system of the State. The UPSDM is also designated as a nodal agency for monitoring the CM YUVA Scheme which proposes facilitation of skilled youth to establish their own enterprise.

Objectives of the Mission:

- i. to assess Skill-deficit sectors in the State and meet those gaps by adopting region-specific strategies.
- ii. to orchestrate public and private sectors in a framework of collaboration action.

- iii. to re-position existing public sector infrastructure ITIs, Polytechnics and other Central or State owned training centres to smoothen transition into PPP mode.
- iv. to establish a trainee's placement and tracking system for effective evaluation and future policy planning.
- v. to ensure accreditation and evaluation of training programmes and improvise performance measurement methodologies, rate institutions/training partners on standardized outcomes, percentage of post course placement of trainees, their wage differentials, retaining period, dropout ratio etc.
- vi. to improvise on third party independent evaluation of the quality of training courses.
- vii. to work on integrating soft skills training module with the core training syllabi to give training content an added orientation of personality development.

Developing a research base is one of the critical activities of an organization in order to prepare and plan the strategies for an efficient skilling ecosystem. UPSDM intends to conduct studies to understand the geographical / sector wise skill requirements, understand the As-Is situation on account of Supply side & Demand side aspects, Identify prevalent or potential gaps in order to formulate strategy to plug the gaps and on various other subjects that can influence and enable skilling ecosystem in Uttar Pradesh.

3. Instruction to Bidders

3.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFE may wish to consult their own legal advisers in relation to this RFE.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFE.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at

any time prior to a formal written contract being executed by or on behalf of the Purchaser.

- d) This RFE supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFE documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- i. Include all documentation specified in this RFE;
 - ii. Follow the format of this RFE and respond to each element in the order as set out in this RFE
 - iii. Comply with all requirements as set out within this RFE.

3.3. Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

- a. prohibition of
- i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. disclosure of conflict of interest.
 - c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

3.4. Instructions to the bidders

3.4.1. Right to Terminate the Process

- a. Purchaser may terminate the RFE process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFE does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

3.4.2. Submission of Proposals

- Bidders should submit their responses, as per the format provided, physically at UPSDM Office Location in single envelope. Generally, the items to be submitted would include all the related documents mentioned in this RFE, such as:

- Pre-qualification response
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.
- All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- The proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- In case of any discrepancy observed by Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

3.4.3. Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be submitted under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.5. Preparation and submission of Proposals

3.5.1. Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFE process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/

discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.5.2. Language

The Proposal should be filled by the Bidder in English language only. If any supporting document submitted is in any language other than English, translation of the same in English language duly attested by the Bidders should necessarily be appended. For purposes of Proposal evaluation, the English translation shall govern.

3.5.3. Deviations

The Bidder may provide deviation to the contents of the RFE document in the format prescribed.

The Committee would evaluate and classify them as “material deviation” or “non material deviation”.

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.

3.6. Evaluation process

- a. The Purchaser will constitute a committee to evaluate the proposals of the agencies.
- b. The Committee constituted by the UPSDM shall evaluate the responses to the RFE and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder’s Proposal

being declared not acceptable.

- c. The Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- d. The Committee reserves the right to reject any or all Proposals on the basis of any deviations if it is considered to be in contravention of the spirit of the RFE.
- e. Each of the proposal shall be evaluated as per the criteria specified in this RFE.

3.6.1. Proposal evaluation

- a. Scrutiny of the Proposal will be done to ensure that the latter complies with all requisite terms and provisions. Proposals will be treated as non-responsive, if it is found to have been:
 - submitted in manner not conforming with the manner specified in the RFE document
 - submitted by the person without appropriate or power of attorney
 - contains subjective/incomplete information
 - submitted without the documents mentioned in the checklist
 - non-compliant with any of the clauses of the RFE
- b. All responsive Bids will be considered for further processing e.g. issuing letter of acceptance and signing of MoU etc.

3.6.2. Selection Method:

- a. All the Bids/ Application forms shall be scrutinized on the basis of information and supporting documents submitted by the applicant under this RFE.
- b. The applicants meeting all the eligibility criteria and other conditions as stated in the RFE shall be considered for empanelment.

4. Scope of Work:

4.1. About Flexi Training Partner Scheme: An Initiative to attract industrial houses in Skill Training Programmes implemented by UP Skill Development Mission

4.1.1. Prelude

Pursuant to the State Skill Development Policy 2013, the UP Skill Development Mission in established under the aegis of the Department of Vocational Education and Skill Development, Government of Uttar Pradesh. It aims to skill the youth of the State in the age cohort of 14-35 years in various employable vocational trades who dropout from the main stream of education due to various compulsions and considerations and thus enabling them to earn their livelihood by their skills and contributing meaningfully in the overall economic development of the State.

4.1.2. Uttar Pradesh Skill Development Mission: A Snapshot

The UP Skill Development Mission or the UPSDM is a Government owned society registered under the Societies Registration Act 1860 and functions under the overall control and supervision of the Department of Vocational Education and Skill Development, Government of Uttar Pradesh. The UPSDM is currently engaged in implementing various Central and State sponsored Skill Programmes viz Deen Dayal Upadhyay Grameen Kaushalay Yojana (DDU-GKY), Pradhan Mantri Kaushal Vikas Yojana (PMKVY), Border Area Development Programme (BADP), Special Central Assistance to Scheduled Caste Sub Plan (SCA to SCSP), Building and Other Construction Workers (BoCW) State Skill Development Fund (SSDF). Apart from the aforesaid schemes, the UP Skill Development Mission is implementing the World Bank Funded SANKALP (Skill Acquisition and Knowledge Awareness for Livelihood Promotion Project) and is also designated as a nodal agency for the CM YUVA (Chief Minister Yuva Udyamita Vikas Abhiyan).

The UP Skill Development Mission is implementing all the above schemes in a concerted manner following an integrated approach and resting on Common Norms. The above approach of the State for implementing various skill programmes in a holistic manner is appreciated and acknowledged by the NITI Aayog also and is considered to be the State's innovation in the overall skilling ecosystem.

4.1.3. Industrial Units and the Government: An integrated effort

The State Skill Development Policy, 2013 in addition to engaging Government Institutions and Private bodies as Training Partners also envisages to involve reputed industrial units through Flexible MoUs as Flexi Training Partners. Following the aforesaid provision of the Policy, the UP Skill Development Mission has partnered with a host of leading industrial houses e.g. Raymond, RSWM, Karvi Data Management System, VLCC, Midmark, UP Hotels etc. As many as 29 industrial units are currently associated with the UPSDM through the flexible MoU for skilling the youth of the State as per their expertise and requirements.

4.1.4. Conceptual Insight

It is a matter of common observance that non availability of skilled manpower while adversely impacts upon the production and performance of industrial units on one hand, the trained manpower of the State on the other hand long for adequate opportunities for jobs and employment. The UPSDM has attempted to address the above twin issues through the concept of flexi MoUs to be signed with industrial houses. Under the scheme the industrial units are offered opportunities to train the youth as per requirement of the units from the State funds and in turn augment their production capacity and increase their efficiency on one hand while the trainees of the State are facilitated to have on-floor experience in real work situations during their training on the other. Besides the trainees also get opportunities for immediate and gainful absorption after training in the industries.

This approach may be regarded as a WIN-WIN sequence both for industries and the trainees at the same time. It may be seen as "Train and Gain Model" also.

4.1.5. Eligibility Criteria

All the industrial units operating in the private sector and registered under the Indian Companies Act, 1956 as amended in 2013 or their subsidiaries or Trusts established by the Parent Organizations are eligible to apply for Flexible MoU.

However, in case of industrial units concerning manufacturing sector the minimum turnover of Rs. 100 crs. in last three consecutive years is necessary. The above criterion is diluted

to Rs. 50 crs. in case of service sector units. In case of any subsidiary or Trust, the turnover of the mother organization would be taken into consideration but the parent company would be obligated to submit an undertaking for training and placement of the candidates.

4.1.6. Validity

The Flexible MoU would be signed between the UPSDM and the concerned organization for an initial period of three years but would be extendable upto five years by mutual consent of the both the executing parties.

4.1.7. Procedure

The industrial establishments who wish to be associated with the UPSDM as flexi training partner may submit their application to the Mission Director, UP Skill Development Mission. The process for empanelment continues without any end date. The interested industrial units may apply on the prescribed form appended herewith any time.

4.1.8. Course Modules

The Flexi Training Partners may opt for providing training to the candidates in the trades of their choice and requirement but the preferred courses must be in the list of NSQF compliant courses approved and notified by the NSDC, Ministry of Skill Development, and Government of India. The flexi training partners would be required to follow the course curriculum prescribed by the above ministry for the particular trade.

After completion of the training, the candidates would be assessed by the concerned sector skill councils, who would be paid directly by the Mission towards assessment charges.

4.1.9. Mandatory Requisites

- The flexi training partner would be required to ensure placement of at least 80% of the successfully assessed candidates. The flexi partner would preferably offer jobs to the candidates in its own or its subsidiary establishments. However, 25% of the successful candidates may be placed in other organizations also. Nevertheless, if the placement percentage of the candidates in other organizations is proposed to be more than 25%, the

concerned flexi training partner would be required to submit commitment letters from the organizations, where it manages to place the candidates in.

- In case the flexi training partners provides placement of more than 80% of the successful candidates, they would be eligible for additional incentive as provisioned in the Common Norms.
- The flexi training provider would be required to provide training only in NSQF compliant courses. Flexi training partners would train at least 500 candidates in each year of the agreement.
- If flexi training partners arrange training or establish their training centre in any government building, the latter would be required to be developed and renovated by the concerned training provider as per the prescribed standards and the cost of renovating the building, which would be not less than Rs. 10 lac would be borne by the concerned flexi training provider.
- If flexi training partners hire any government building viz ITI, Polytechnic etc. for establishing their training centre, the owner of the premise would be paid 20% of the total cost of the training and the rest 80% amount would be credited in favour of the concerned training partner.
- The flexi training partners would be required to establish the training centres as per the prescribed norms by the UPSDM which primarily are concerned with for having quality classrooms, a reception hall, laboratories, toilets and display boards etc. The flexi training partners are supposed endeavour to develop their training centres as model training centres in all respects.

4.1.10. Priorities and Facilities

- Priority would be accorded to the flexi training partners in allotment of targets.
- The flexi training partners would be allowed to train the candidates as per the courses of their preference and no modification in them would be affected by the UPSDM without consulting the flexi training partner.
- The UPSDM would pay the boarding and lodging cost for the candidates as per common norms, if flexi training partners propose to run residential training programmes.

- Flexi training partners would be permitted to extend residential facilities to the candidates of all classes and categories within a radius of 30 KMs. of their training centres.
- The flexi training partners showing demonstrable performance with appreciable results would be duly facilitated by the Mission in various events/ at various platforms.

4.1.11. Payment Terms

The payment would be computed according to the category and duration of course as elaborated in the common norms. The training cost would be in multiplication of the number of successful candidates. The 80% of the training cost would be paid after the assessment of the candidates while the remaining 20% cost would be payable after placing at least 80% of the candidates in jobs and submitting salary slips of them for three consecutive months.

During course of training, all the trainees would be provided two sets of uniform and the cost for uniform @ Rs. 1000 per candidate would be paid extra to the training partner.

4.1.12. Conclusion

Initiative of the State Government for offering engagement to the industries is hailed by the Government of India also. The NSDC and the Ministry of Skill Development and Entrepreneurship, Government of India in consultation with the fora of industrialists has developed different course modules for different job roles concerning various sectors through the Sector Skill Councils and the same are applicable across the country. Similarly the assessments process has also been standardized and streamlined. The Sector Skill Councils accredited by the Government of India have been made responsible for assessing the candidates to add sanctity and fairness to the assessment process. In order to further expand the ambit of skilling, the Government of Uttar Pradesh has improvised the flexi training partner model which facilitates the industries to train the youth of the State to meet their requirements and improve their performance without any investment in their training.

The youth trained by the industries through their own faculty as per their own requirements would turn into ready to perform work force immediately after they finish their training and get assessed. In the flexi training partner Model, the industries would not be taxed to invest any cost in training and acclimatization of the skilled workforce.

In nutshell the flexi training partner scheme conceptualizes the idea for meeting business requirements together with the social responsibilities. The UPSDM invites all the industrial units to participate and cooperate with it under flexi training partner model to develop the industries together with skilling the youth. The Mission believes that both together may write a new legend and create a new history in pursuit of skilling the State.

5. Eligibility Criteria:

All the industrial units operating in the private sector and registered under the Indian Companies Act, 1956 as amended in 2013 or their subsidiaries or Trusts established by the Parent Organizations are eligible to apply for Flexible MoU.

However, in case of industrial units concerning manufacturing sector the minimum turnover of Rs. 100 crs. in last three consecutive years is necessary. The above criterion is diluted to Rs. 50 crs. in case of service sector units. In case of any subsidiary or Trust, the turnover of the mother organization would be taken into consideration but the parent company would be obligated to submit an undertaking for training and placement of the candidates.

6. Evaluation of Proposals

The proposals will be evaluated for determining the eligibility of the firm/agency/organization for Project and compliance of the bids with the necessary eligibility requirements and scope of work of this tender.

UPSDM may seek specific clarifications from any or all the firm/agency/organization(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the firm/agency/organization within the stipulated time, the respective eligibility parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by UPSDM.

7. Empanelment Process

7.1. The proposal evaluated acceptable would be put up for approval before the State Steering Committee headed by the Chief Secretary, Government of Uttar Pradesh. After approval of the aforesaid committee, the concerned proposal would be considered worth for empanelment and the process for the signing the MoU with the concerned organization would follow.

7.2. Validity of Empanelment

The Flexible MoU would be signed between the UPSDM and the concerned organization for an initial period of three years but would be extendable upto five years by mutual consent of the both the executing parties.

- The empaneled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UPSDM's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- The UPSDM will de-empanel the organization if the latter is found to be engaged in corrupt, fraudulent, coercive or collusive unfair trade practices. These terms are defined as follows:
 - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UPSDM or any personnel in contract executions.
 - "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UPSDM, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive UPSDM of the benefits of free and open competition.
 - "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
 - "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UPSDM, designed to establish prices

at artificial, non-competitive levels; UPSDM will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.

- Applicable Law would mean 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.
- All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Lucknow only.
- The assessment material used by the agencies shall be in accordance with the guidelines laid down by UPSDM from time to time.
- The applicants will indemnify UPSDM against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. UPSDM will take necessary legal actions for such cases.
- UPSDM will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
- Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
- UPSDM reserves the right to suspend or withdraw or terminate empanelment of the organization in case of any of following circumstances:
 - Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - Information provided to UPSDM is found to be incorrect;
 - Empanelment conditions are not met within the specified time period;
 - Misleading claims about the empanelment status are made;
 - Clear evidence is received that there is breach of copyright;
- If the agency does not execute the contract/agreement to the satisfaction of the UPSDM, the UPSDM may invoke any or all of the following clauses.
 - Forfeiture of the Performance Bank Guarantee
 - Termination of the contract/agreement.

- All decisions taken by the UPSDM regarding empanelment shall be final and binding on all concerned parties.
- The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
- The Agency would be obliged to work closely with the UPSDM and be abided by the directives issued by the UPSDM time to time concerning implementation of the programmes.
- The Agency would be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- The Agency will treat as confidential all data and information about the UPSDM and assigned projects, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the UPSDM.

8. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected firm/agency/organization or UPSDM as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the empanelment, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

The bidder or UPSDM shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of empanelment by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the empanelment.

9. Arbitration

In case any dispute arises between the Parties, both the parties will first try to resolve the issue mutually. If the dispute is not resolved amicably to the satisfaction of both the parties, the aggrieved party may give a notice for arbitration within 10 days of the failure of negotiations. Arbitration shall be held in Lucknow and conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Principle Secretary, Vocational Education and Skill Development, Govt. UP or his/her nominee shall act as sole arbitrator and the award given by him/her would be binding upon both the parties.

10. Limitation of Liability

The Agency liability under this Agreement and /or its modifications shall be determined as per the Law in force for the time being. The Agency shall be liable to UPSDM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the agency and its employees, including loss caused to UPSDM on account of any deficiency in services on the part of agency. However, such liability of agency shall not exceed value of submitted PBG except in cases where limitations on liability clause are arising because of reasons of death or personal injury, fraud or gross negligence.

11. Conflict of Interest

The proposer shall not have any conflict of interest with the objectives and processes of the UPSDM. Any proposal found to have a Conflict of Interest shall not be considered.

12. Termination of Empanelment

UPSDM may, terminate this empanelment in whole or in part by giving the agency indicating its intention to terminate the empanelment under the following circumstances:

- a) Termination for Default

UPSDM may, without prejudice to any other remedy under this empanelment and applicable law, reserves the right to terminate for breach of empanelment by providing a written notice

of one month stating the reason for default. The termination or de-empanelment may be caused by any of the following reasons:-

- i. If the agency fails to deliver any or all of the project requirements / operationalization / go-live of project within the time frame specified in the empanelment; or
- ii. If the agency fails to perform any other obligation(s) under the empanelment; or
- iii. If during or at any stage of the currency of the agreement a comes to the notice of the UPSDM and proves to be factual that the agency has sublet the training or resorted to franchise model. Such a case would merit for immediate de-empanelment or termination of the agreement.
- iv. If there is a breach of representations & obligations

Prior to providing a notice of termination to the agency, UPSDM shall provide the agency with a written notice of 30 days instructing the agency to cure any breach/ default of the empanelment, if UPSDM is of the view that the breach may be rectified.

On failure of the agency to rectify such breach within 30 days, UPSDM may terminate the empanelment by providing a written notice of three months to the agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UPSDM. In such event, the agency shall be liable for penalty/liquidated damages imposed by the UPSDM. The performance Guarantee shall be forfeited by the UPSDM

b) Termination for Convenience

UPSDM may in its own discretion, by provision of a written notice sent to the agency, terminate the empanelment, either in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for UPSDM convenience, the extent to which performance of work under the empanelment is terminated, and the date upon which such termination becomes effective. Subsequently, the pending dues and the payments up to the date of termination will be settled accordingly after deduction of applicable taxes and liquidated damages if any.

c) Consequences of Termination

In the event of termination of the agreement both the parties would earnestly endeavor to meet their obligations charged on them till the date of de-empanelment.

d) Post termination rights and obligations of vendor

All reports and documents prepared and gathered by the bidder or provided by the UPSDM in connection with the discharge of responsibilities detailed in the MoU for implementation of the schemes would become property of the UPSDM and the bidder would hand them over to the Mission before exit.

Uttar Pradesh Skill Development Mission

DEPARTMENT OF VOCATIONAL EDUCATION AND SKILL DEVELOPMENT

Application Form for Flexi Training Partner

Section 1: Applicant Details

Date:

Name of Applicant Entity	
Type of Entity	
PAN No.	
TIN No.	
Date of Registration of applicant as legal entity	
Registration No.	
Registered Address	
PIN Code	
Contact No.	

Section 2: Financial Details of Applicant (Last three audited financial years) (Rs in crores)

Sl. No.	Financial Year	Annual Turnover	Annual Net worth
I	2019-20		
II	2018-19		
III	2017-18		

Section 3: Training Experience of Applicant in Skill Development

S.No.	Project Name	Year of Completion	Total Target	Total Trained Candidates	Total Candidate absorbed in company

Section 4: Details of Core Business Activities

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Section 5: Choice of Courses: (NSQF Compliant/QP-NOS courses only)

Course List available on www.upsdm.gov.in**

Sr. No.	Sector	Course title	QP- NOS Code	Category of the Course	Course duration in hours

Section 6: District-wise year-wise Training & Placement Targets

Minimum placement to be achieved by Flexi-MoU training partner is 80% this can be achieved by captive placement or placement in other companies in relevant sector.

Financial year	Proposed District for Training	Proposed Place/Centre Of Training. (Government/ Private)	Proposed Investment in the Centre of training	Proposed Training Targets	Placement Target (within the Applicant Entity)	Placement Targets (in other companies)
2020-21						
2021-22						
2022-23						

Section 7: Type of Training

Sr. No.	Type	Yes/No
1	Residential	

Section 8: Scanned documents attached in support of Application

Annexure No.	Point for which document is attached	Remarks
1	Registration Certificate as Legal Entity	
2	CA Certificate for balance sheet / turnover	
3	Letter supporting placement of candidate (Captive or other)	
4	If any Other	

Declaration

I certify that I am the authorized person to file the application on behalf of the applicant and also certify that the information furnished above is complete in all respect to the best of my knowledge. In case any information in the application is found to be false or incorrect, then the application may deemed to be cancelled without any opportunity of being heard by the Central / State Government (as the case may be), and the applicant and myself shall be liable for any panel action for misrepresentation of facts to the Government which tantamount to be fraud.

Name and Designation of the Signatory

Place:

Date:

Please Note:

- 1. If the applicant organization is subsidiary please submit parent organization financial papers along with subsidiary company papers.*
- 2. In case the applicant is subsidiary organization or trust the placement commitment is to be provided by the parent organization.*
- 3. The hard copy of application for shall be signed and stamped on every page by the authorized Person.*