

**REQUEST FOR EMPANELMENT**  
**OF**  
**PRIVATE TRAINING PARTNER**  
**FOR**  
**IMPLEMENTING UTTAR PRADESH SKILL DEVELOPMENT PROGRAMME**

UTTAR PRADESH SKILL DEVELOPMENT MISSION  
DEPARTMENT OF VOCATIONAL EDUCATION AND SKILL DEVELOPMENT  
GOVT. OF UTTAR PRADESH  
ITI ALIGANJ CAMPUS  
ALIGANJ, LUCKNOW - 226024

RFE No: 22/UPSDM/ 2020

Email Id: [mdssdm-up@nic.in](mailto:mdssdm-up@nic.in)

Dated: \_\_\_\_\_

**NOTICE INVITING PROPOSALS**

Uttar Pradesh Skill Development Mission is implementing the UP Skill Development Programme in mission mode with a target of training the youth of Uttar Pradesh in short-term vocational trades. This RFE is for empanelling private training providers a period of contract which would initially be for two financial years excluding the financial year in which the contract is signed subject to their satisfactory performance. The non-satisfactory performance of any private training provider may result in immediate termination of the agreement.

*Being a continuous and terminal date neutral RFE, the interested and eligible parties may submit their proposal any time unless the RFE is withdrawn. Withdrawal of this instant RFE will be notified separately and would be uploaded on portal. Notification to the said effect will also be released in the newspapers.*

However, the Training providers are supposed to exhibit enough versatility and be able to manage requisite resources and infrastructure in addressing the needs of the migrant laborers semi-skilled workers through RPL mode of training at different locations of the State in different trades/job roles.

Besides the above the training providers should also be able to train traditional artisans engaged in cottage and village industries or manufacturing traditional products for earning their livelihood.

The proposals against the instant RFE would be received and considered only between July to September of any year and would be processed up to December of the reference year. The short listed and eligible proposals would then be put up before the State Executive Committee for approval. After obtaining the approval of the State Executive Committee the eligible PTPs would be informed for signing the agreement for empanelment. These empanelled PTPs would be considered for allotment of targets only in the next year.

However, the above provision would be enforced from the year 2021-2022. During the instant year i.e. 2020-21, the proposals against the RFE would be received till 30<sup>th</sup> November, 2020 and would be processed in December, 2020. The eligible proposals would be put up before the State Executive Committee for approval and after the approval the process of empanelment and allocation of targets would be followed.

No proposals received after 30<sup>th</sup> November, 2020 would be considered for empanelment for the year 2020-21.

**Priority Areas**

Separate office memo will be issued regarding the preference of proposals in particular sectors in any financial year considering the requirements of the State and prospects of employability. However, during the year 2020-21, proposals would be entertained only in the following priority sectors:-

1. Agriculture, 2. Food Processing, 3. Textile, 4. Plumbing, 5. Green Jobs, 6. Construction, 7. Power, 8. Automotive, 9. Domestic Worker, 10. Fabrication, 11. Leather & Sports Goods,

12. Furniture & Fitting, 13. Mining, 14. Media & Entertainment, 15. Rubber, 16. Gems and Jewellery.

The cost of the RFE is Rs. 10,000/- (Rupee Ten thousand only) to be submitted online in Mission's account which would be not refundable. The interested bidders have to submit UTR/ Receipt along with the proposal. The proposals without it will not be considered. The details of the bank account are as below:

Name of Account: Uttar Pradesh Skill Development  
Society Bank: Union Bank of India, Kapoorthala, Aliganj,  
Lucknow Account No. : 437202010056762  
IFSC: UBIN0543721

The Request for Proposal (RFE: 22) document may be downloaded from the website:  
<http://www.upsdm.gov.in>

Proposals may be sent to the undersigned through registered post or submitted by hand in the office of the undersigned at the address mentioned below:

Mission Director  
Uttar Pradesh Skill Development Mission  
**GOVT. ITI CAMPUS**  
**ALIGANJ, LUCKNOW – 226024**

**SCHEDULE OF ACTIVITIES**

S. No.	Milestone	Dates
1	Issue of RFE	-----
2	Commencement of Work	Within 30 days of signing of the Agreement

Commencement of Work shall mean the following:

- Mobilization of manpower for setting up training centers in the districts in which the Private
- Training Provider has been empanelled.
- Submission of mobilization plan for the districts for which the Private
- Training Provider has been empanelled.

**OTHER KEY INFORMATION**

A	Name of the Client/ Authority	Uttar Pradesh Skill Development Society (legal entity)/
		Uttar Pradesh Skill Development Mission
B	Document Intended for	Private Training Providers
C	Address where Proposals have to be Submitted	Mission Director
		Govt. ITI Campus
		Aliganj, Lucknow – 226024
D	Earnest Money Deposit	Rs.1,00,000/- (Rupee One Lakh Only)
E	RFE Cost	Rs. 10,000/- (Rupee Ten Thousand Only)
F	Districts open	All U.P.
G.	Sectors	Job roles and Sectors will be allotted by the Skill Development Mission as per requirement of the office and of the State. The Training Providers should have sufficient resources, versatility and readiness to provide training to the beneficiaries either in regular mode or through RPL (Recognition of Prior Learning) at a given location and in assigned job roles/sectors.
H	Targets	Subject to allotment which would be communicated separately through the relevant officer orders.

**Important Notes:**

1. UPSDM reserves the right to amend any or all conditions of this RFE Document any time during its currency without assigning any reason thereof.
2. In case of any query or clarification, following designated officer may be contacted :-  
Shri Rajesh Kumar,  
Deputy Director  
UP State Development Mission  
Mob. No.9415175951  
e-mail: ddtpp.upsdm@gmail.com

3. In case a proposal is not accompanied with the original Demand Draft / Banker's Cheque of Earnest Money it would be liable for summary rejection. The Demand Draft / Banker's Cheque should be issued by Nationalized or Scheduled Commercial Bank drawn in favor of Uttar Pradesh Skill Development Society, payable at Lucknow.

## 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, on the terms and conditions set out in this RFE and such other terms and conditions subject to which such information is provided, the client would not be subject to be put to any litigation. 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 about 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.

### List of Abbreviations

Terms	Description
<b>BADP</b>	Border Area Development Programme
<b>BOCW</b>	Building and Other Construction Workers
<b>DDU-GKY</b>	Deen Dayal Upadhyay - Grameen Kaushalya Yojana
<b>PMKVY</b>	Pradhan Mantri Kaushal Vikas Yojana
<b>EMD</b>	Earnest Money Deposit
<b>FY</b>	Financial Year
<b>ITI</b>	Industrial Training Institute
<b>MIS</b>	Management Information System
<b>NCVT</b>	National Council for Vocational Training
<b>NOS</b>	National Occupational Standards
<b>NRLM</b>	National Rural Livelihood Mission
<b>NSDC</b>	National Skill Development Corporation
<b>ODOP</b>	One District One Product
<b>NVEQF</b>	National Vocational Education Qualification Framework
<b>P&amp;L</b>	Profit and Loss
<b>PTP</b>	Private Training Partners
<b>QP</b>	Qualifications Pack
<b>RFE</b>	Request for Proposal
<b>RPL</b>	Recognition of Prior Learning
<b>SCA</b>	Special Central Assistance
<b>SCSP</b>	Scheduled Castes Sub-Plan
<b>SCVT</b>	State Council for Vocational Training
<b>SSC</b>	Sector Skills Council
<b>SSDF</b>	State Skill Development Fund
<b>UPSDM</b>	Uttar Pradesh Skill Development Mission. The legal entity is Uttar Pradesh Skill Development Society, registered under Department of Vocational Education & Skill Development, Government of Uttar Pradesh under the Societies Registration Act, 1860.
<b>UPSDS</b>	Uttar Pradesh Skill Development Society

## Section A – Preface

### 1. Introduction to Uttar Pradesh Skill Development Programme

Uttar Pradesh Skill Development Mission (UPSDM) has been established in 2013 with a view to meeting the skill training requirements of the youth in industry oriented trades in under a holistic framework following integrated approach. In order to achieve the above objective, the UPSDM aims to engage private training providers for imparting short-term skill development training to the eligible candidates under different schemes as per the directives of the UPSDM, Govt. of India and the Govt. of Uttar Pradesh.

The Training under this RFE will be financed under following Government sponsored schemes:

- Special Central Assistance - (SCA) to Scheduled Castes Sub-Plan (SCSP)
- Building and Other Construction Workers' Welfare (BOCW)
- Border Area Development Programme (BADP)
- Pradhan Mantri Kaushal Vikas Yojana (PMKVY) (State Component)
- State Skill Development Fund (SSDF)

The above list is only indicative and may undergo alterations, from time to time, depending upon the prevailing situation at the given point of time.

### 2. Architecture and Strategy for Programme Implementation

- 2.1 The Programme would target to train and provide gainful employment to the trained candidates.
- 2.2 UPSDM plans to engage Private Training Providers through this RFE who would act as the Implementing Agencies for the programme by providing training and employment to the trainees.
- 2.3 The Private Training Partners would be responsible for candidates mobilization, training, placement and post placement tracking under the overall supervision of UPSDM as per of the relevant guidelines.
- 2.4 UPSDM shall continually monitor program performance as per the its monitoring & evaluation framework. The Monitoring and Evaluation of the programme shall be through online Management Information System (MIS), developed and deployed by the UPSDM.



## **Section B – General**

### **3. General Provisions**

- 3.1 The Private Training Partners (PTPs) shall not receive any income in connection with the engagement except as provided for in the Agreement. The PTPs shall not engage in training activities that are in conflict with the interest of the UPSDM / Government of Uttar Pradesh (GoUP) under the Agreement.
- 3.2 The PTPs shall not charge any amount or fees from the candidates for the training being conducted under the UP Skill Development Programme under any pretext.
- 3.3 Neither the PTPs nor any of their affiliates shall be engaged in any assignment that, by its nature, meaning or implication runs in conflict with the present assignment.
- 3.4 Relationship with Client's staff: PTPs (including their personnel) that have a business or family relationship with such member(s) of the Client's staff or its advisors, who are directly or indirectly involved in any part of; (i) the preparation of the RFE document, (ii) the empanelment process, or (iii) monitoring and evaluation of such programme; may not be awarded the Agreement unless it is established to the complete satisfaction of the Client, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the empanelment process and monitoring of PTP's training.
- 3.5 The PTPs shall not try to influence the third party assessment in any way whatsoever, and shall duly inform the Client in advance in case an assigned assessor had a prior beneficial relationship with it.

### **4. Unfair Competitive Advantage**

- 4.1 The Applicants or their Affiliates applying for empanelment should not derive any competitive advantage from having provided similar or related services to the Client earlier.

### **5. Corrupt and Fraudulent Practices**

- 5.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFE, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Empanelment Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit as damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFE, including consideration and evaluation of such Applicant’s Proposal.
- 5.2** Without prejudice to the rights of the Client under Clause 5.1 hereinabove, and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, or after the issue of the Letter of Empanelment or the execution of the Agreement, such an Applicant shall not be eligible to participate in any tender or RFE issued by the Client during the assignment period from the date such Applicant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3** For the purposes of Clause 5.1. and 5.2., the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Empanelment Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the election Process; or (ii) engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or Technical Consultant/ Adviser of the Client in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or

disclosure of incomplete facts, in order to influence the Empanelment Process;

- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process

**5.4 Clause for Blacklisting of PTPs:** While the primary objective is to facilitate PTPs in achievement of targets, but the PTPs can default for Corrupt or Fraudulent Practices. First level of safeguard against such default by PTP is continuous monitoring and consultative system which is already in place right till the District level. Notices shall be issued to the PTPs regarding deficiencies detected at various stages. However, even after notice and reminder(s), if a PTP does not take remedial measure; a major step may be taken which might lead to Black listing of the PTP.

## **Section C – Preparation of Proposals**

### **6 General Considerations**

- 6.1** The Proposal needs to be submitted as per the formats enclosed in Annexure - B.
- 6.2** The Proposal shall comprise all the documents as listed in Annexure -B.
- 6.3** In preparing the Proposal, the Applicant is expected to examine the RFE in detail. Deficiencies in providing the information requested in the RFE may result in rejection of the Proposal.
- 6.4** The Applicants shall bear all costs associated with the preparation and submission of its proposal, and UPSDM shall not be responsible or liable for those costs, regardless of the outcome of the empanelment process. UPSDM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the Empanelment, without thereby incurring any liability to the Applicant.
- 6.5** The Proposal, as well as all correspondence and documents relating to the subject, shall be in English only.

## 7 Proposal Validity

- 7.1 The Applicant's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- 7.2 During this period, the Applicant shall maintain its original Proposal without any change.
- 7.3 However in case of extension of validity, the EMD shall also be extended for similar period. An Applicant may refuse the request without forfeiting its EMD. An Applicant granting the request shall not be required or permitted to modify its Proposal. The request and the responses shall be made in writing.

## 8 Subcontracting or Franchising

- 8.1 Private Training Partners cannot subcontract the conduct of training. If it is found that any Private Training Partner has subcontracted the training, his empanelment will immediately be cancelled and he would be debarred from participating in any bid in future.
- 8.2 Private Training Partners cannot operate the training centers via a franchisee arrangement. The empanelment would be liable for cancellation, in case of violation of the said provision.

## 9 Earnest Money Deposit

- 9.1 Every applicant participating in the bidding process must furnish the required earnest money deposit (EMD) as specified in the Notice Inviting Proposals (Rs.1,00,000/- only).
- 9.2 EMD of an applicant lying with Uttar Pradesh Skill Development Mission in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case proposals are re-invited.
- 9.3 The EMD may be deposited in the form of a banker's cheque or demand draft in favour of **"Uttar Pradesh Skill Development Society" payable at "Lucknow"**.
- 9.4 The EMD shall be valid for the period of Proposal Validity period as mentioned in Clause 7.1. The same shall be payable at par at "Lucknow". Since the duration of the Demand Draft / Banker's Cheque for EMD does not impact the empanelment process if the time taken for the process does not stretch beyond the duration of the EMD, such Demand Draft / Banker's Cheque for EMD of 3 month duration is deemed to be appropriate subject to the aforementioned condition. Hence, Demand Draft / Banker's Cheque for EMD with 3 months validity shall be considered eligible subject to the condition that the applicants would need to furnish a fresh Demand Draft / Banker's Cheque for EMD with further 3 months duration in case the empanelment process does not complete within 3 months. The applicants who do not submit fresh EMDs under such circumstances shall not be considered for empanelment.

- 9.5 Refund of EMD:** The EMD of unsuccessful applicants shall be refunded within 30 days of completion of empanelment process. However, in case of successful applicants, the latter may request for the refund of EMD, only after submission of Performance Guarantee @ Rs. 2.00 lac per allotted district.
- 9.6 Forfeiture of EMD:** The EMD taken from the applicant shall be forfeited in the following cases
- a) When the applicant does not sign the agreement within a period of 7 working days of issue of Letter of Invitation (LoI)
  - b) When the applicant withdraws or modifies his proposal after opening of proposals.
  - c) When the applicant does not deposit the Performance Guarantee in the form of Bank Guarantee before the Agreement is signed.
  - d) To adjust any dues against the firm from any other Agreement with Uttar Pradesh Skill Development Mission.
  - e) Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in Clause 5.1 and 5.2

## **Section D – Proposal Submission, Opening and Evaluation**

### **10 Submission, Sealing, and Marking of Proposals**

- 10.1** An authorized representative of the Applicant shall sign the original submission letters in the required format (Annexure B) for the Proposal. The authorization shall be in the form of a written power of attorney attached to the Proposal.
- 10.2** The Applicant shall submit a signed and complete Proposal duly signed on every page by the authorized signatory comprising the documents and forms. The submission can be done by hand or by Post.
- 10.3** All pages of the proposal and where corrections or amendments have been made shall be signed by the authorized signatory except where the attestation by Gazette Officer or Chartered Accountant is required. In case of detection of any forgery, the proposal shall summarily be rejected, EMD shall be forfeited and UPSDM may also resort to legal action against the Applicant.
- 10.4** Any modifications, revisions, interlineations or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 10.5** The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. All copies shall be made from the signed original and shall be stamped on each page. If there are discrepancies between the original and the copies, the original shall prevail.
- 10.6** The original and three copies of the Proposal along with the Earnest Money Deposit shall be placed inside a sealed envelope clearly marked “PROPOSAL FOR

## EMPANELMENT AS PRIVATE TRAINING PARTNER”.

- 10.7 A soft copy of the unsigned proposal in the Word Document format shall be submitted in a CD which shall be enclosed in the sealed envelope along with the ORIGINAL and three copies of the Proposal as mentioned in Clause 10.6 above.
- 10.8 If the envelopes and packages with the Proposal are not sealed and marked as required, UPSDM will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 10.9 The Proposal must be sent to the address indicated in the Notice Inviting Proposals.

## 11 Confidentiality

- 11.1 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Applicants who has submitted the Proposals or to any other party not officially concerned with the process, until the process is over.
- 11.2 Any attempt by Applicants or anyone on behalf of the Applicant to influence improperly the Client in the evaluation of the Proposals or Agreement award decisions may result in the rejection of its Proposal.
- 11.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of empanelment notification, if an Applicant wishes to contact UPSDM on any matter related to the selection process, it should do so only in writing.

## 12 Proposal Evaluation

- 12.1 The Applicant not will be permitted to alter or modify its Proposal in any way. While evaluating the Proposals, the Client will conduct the evaluation on the basis of the submitted Proposal. However, the Client may seek clarification on the information submitted by the Applicant, if required.

## 13 Eligible Organizations

- 13.1 A company/partnership firm/consortium/society/trust registered at least 3 years prior to the date of submission of proposal. In case consortiums applying for selection, it is necessary that the consortiums partners constitute a legal entity with well-defined responsibilities and liabilities. **The consortium proposals would be evaluated on the basis of collective eligibility (concerning non-financial criteria) of the consortium partners.**

In case of Consortium, following conditions are to be adhered to:-

- i- A Consortium should not have more than 2 (TWO) members.
- ii- The Consortium shall be based on a legal agreement between two members, where the Lead Member of the Consortium is clearly stated.
- iii- The Lead Member shall bear entire financial responsibility for the project, including fulfillment of demand/recovery by the Government in

case of any default or deviation in the project or for which work has not been completed as per the sanction.

- iv- The Lead Member cannot walkout after the project is approved. All the commitments as per the sanction order for project delivery have to be met by the Lead Member in case the other applicant PTP fails to do so.
- v- The Lead Member undertakes to develop the capabilities of the other member also.
- vi- The Lead Member shall also fulfill all financial eligibility criteria in terms of the RFE.
- vii- The consortium shall be responsible for delivery of the project as per sanction.
- viii- Both the partners in the consortium together shall fulfill all non-financial eligibility criteria i.e. Technical eligibility stated in the RFE.
- ix- The project shall be sanctioned in the name of the consortium, and it shall be clearly mentioned that the project is being undertaken as a consortium.
- x- The oversight mechanism of the Lead Member is explicit and adequate.
- xi- Both the members of consortium may claim credit for the work done but only in proportion to the targets which each of the members singularly execute and accomplish, as an entity of consortium for categorization in future projects.
- xii- The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations;
- xiii- An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
- xiv- Except as provided under this RFE and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- xv- Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit an Bid, either individually or as member of a Consortium.

- xvi- The targets would be allotted to the consortium. However, the lead member of the consortium would be required to bifurcate the targets between himself/herself and the other partner in a ratio which is mutually agreed upon.
- xvii- All the payments would be made to the consortium and only the latter would be recognized for submitting the invoice.
- xviii- The lead member of the consortium would ensure that both the partners of the consortium receive part of the payment which they are duly entitled to against the achievements of targets shared by them as partners to the consortium.
- xix- The lead member for all matters would be considered responsible for achieving the targets and ensuring the deliverables.
- xx- The UPSDM would in no case mediate in the dispute if any such occurs between the partners of the consortium and be consortium partners would be required to settle the dispute by their own.
- xxi- The consortium partners would require to submit the Power of Attorney for lead applicant of consortium in a format annexed at **Annexure-F** to the RFE.

**Certificate of Incorporation is mandatory and needs to be submitted.**

### **13.2 Financial capability**

- a) Should have average annual turnover/receipts of INR 100 **Lac** from conducting training programs during the last three financial years. The applicant must submit Audited P&L account/ Income Statements for the last three financial years, preceding to the year which the proposal is submitted in.
- b) Should have a consistent positive net worth for at least for 3 continuous financial years preceding to the year in which the proposal is submitted.

**13.3 Technical Capability** – Should have trained a minimum number of **2,000** candidates on a consolidated basis during the last 3 years in short term courses excluding the year which the proposal is submitted in.

“**Trained**” means candidate who have undergone training in vocational training of minimum of 100 hours in the sectors or modules pertaining to any of the following:

- a. Courses or modules or job roles notified by NCVT/SCVT/Sector Skills Councils.
- b. Training Programmes sponsored by any state or central government



department/ministry or CSR Programme of a PSU or under NSDC.

**13.4 Placement Capability** – Should have placed **1,000** candidates in employment on a consolidated basis in last 3 years as explained under paragraph 13.3 above.

“Placed” means the candidates should have been placed in the sector of their training.

**13.5** For the organizations that have imparted short duration skill trainings of less than a year would be required to have their operation in at least one State and in three districts with a track record of operating at least six centers. However, the organizations that are in the business of providing skill training of long duration, say of one year or more at their institutions including polytechnic, engineering college or Pvt. ITI's, the above provision would not be applicable but they would be required to have their institution located in the State of Uttar Pradesh.

Self-certified statements in prescribed formats from the Applicant with respect to Criteria 13.2, 13.3, 13.4 and 13.5 would be required. The list of at least 2,000 trained and at least 1,000 placed candidates should be provided in a CD along with the proposal. For 13.5., the organization should submit a list of all centers with appropriate details as per the specified format in Annexure – B. An undertaking would be required in lieu of the above if the applicant organization is in the business of providing long term training of 4 year or more with the details of the location of its institute.

**14** In order to achieve the above objective the Uttar Pradesh Skill Development Mission invites proposals from interested and eligible training providers from private sector, through this instant RFE.

This RFE would be available for submission from the date of issuance and would be considered to be a continuous RFE for empanelment of training providers unless withdrawn by the issuing authority from a stipulated date which would be notified through newspapers and uploading of the decision/order on the portal ([www.upsdm.gov.in](http://www.upsdm.gov.in)). The empanelment of the training providers would initially be for 2 years excluding the year in which the contract is signed.

## **Section E – Empanelment of the PTPs**

### **15 Approval of Proposals**

All proposals received till a particular date will be evaluated and put up before the State Executive Committee for approval. After approval of the above committee, the process of empanelment with in the concerned proposer would be initiated.

### **Signing of Agreement**

After issuance of Letter of Invitation (LOI) by UPSDM, the successful Applicant will be required to submit Performance Guarantee (PG) to sign the Agreement with UPSDM within 7 working days. UPSDM shall place the names of the empanelled Private Training Partners on the UPSDM website and shall inform them through e-mail or other electronic mode of communication.

The empanelled PTPs are then expected to commence the work within 30 days of signing of the Agreement. Commencement of work shall mean:

- Mobilization of manpower for setting up training centers in the districts in which the Private Training Provider has been assigned.
- Submission of mobilization plan for the assigned districts and job role for which the Private Training Provider has been assigned.

## 16 Performance Guarantee, Penalty and Liquidity Damages

**16.1** Within 7 working days from the date of Letter of Invitation (LOI) from UPSDM, the PTPs shall furnish the PG equivalent to Rs. 2,00,000/- per district allotted. The PG shall be submitted by way of Bank Guarantee (as per the Format in Annexure C) issued by one of the **Nationalized or** Scheduled Commercial Banks in India for the due performance of the Assignment with a validity period three months beyond the period agreement on the basis of regular renewal every year. The validity PG shall be renewed by the PTP before the expiry of the performance guarantee.

**16.2** Forfeiture of PG: PG shall be forfeited in the following cases unless decided otherwise by UPSDM: -

- a) When TP is de-empanelled (as per Clause 35).
- b) When the PTP fails to provide any of the services as specified in the RFE within the timeframe provided herein:
  - i. Commencement of work (as defined in Clause 14.2) within 30 days of signing of the Agreement.
  - ii. Start of training at 50% of the targeted beneficiaries within 15 working days of signing of the Agreement.
- c) District wise Forfeiture of PG:
  - i. Failure to start training at 100% of the targeted centers within 30 working days of signing of the Agreement: In case a TP fails to start training (opening of all proposed centers and starting of batches in all centers) in any district, the PG for that district shall be forfeited.
  - ii. Failure to start of Training in 100% of the sectors allotted within 30 working days of signing of the Agreement: In case a TP fails to start training in all the sectors (allotted in the district), then the PG for that district shall be forfeited.

**16.3** No interest will be paid by UPSDM on the amount of EMD or PG.

**16.4** One week notice will be given to the PTP before PG is forfeited.

**16.5** Forfeiture of PG shall be without prejudice to any other right of UPSDM to claim any damages as admissible under the law as well as to take such action against the PTP such as severing future business relation or black listing, etc.

### Section F – Scope of Work

The scope of work to be undertaken by the empanelled private training providers would be as below:

## 17 Mobilization, Pre-Counseling and Registration of eligible candidates

- 17.1 Awareness creation in the districts in which it is empanelled.
- 17.2 Candidate Pre-Counseling: Counseling job seekers registered on the UPSDM portal for their training needs, career options and career planning
- 17.3 Listing out the type and categories of jobs and mapping them with available modules
- 17.4 Counseling the candidates and their parents on the available job opportunities / training locations and set their expectations on jobs, relocation requirements and compensation.
- 17.5 The above data shall be provided to UPSDM for display on its website.
- 17.6 PTPs shall collect copies of the prescribed documents at the time of enrolment and match them with the originals.

18 **Course and Curriculum** will be as per the syllabi approved/recommended by the NCVT (NSQF Compliant) / SSC of the concerned sectors / courses listed by UPSDM.

## 19 Training

- 19.1 Assignment of trainers to the batches
- 19.2 The PTPs would need to install latest Aadhar and GPRS enabled biometric attendance devices or any other appropriate device developed by NIC to capture the biometric attendance of trainers and trainees.
- 19.3 Ensuring adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/Qualification packs.
- 19.4 The guidelines with respect to OJT **are available with UPSDM & the same may be procured by the TPs if they so require.**
- 19.5 The guidelines with respect to residential training **are available with UPSDM and the same may be procured by the TPs if they so require.**
- 19.6 Some of the other **essential** facilities that are to be ensured at the training center (but not limited to) are as under:
  - Separate washroom for boys and girls
  - CCTV Monitoring
  - Equipment & furniture as per specifications to be provided by
  - UPSDM Power Backup
  - Pure Drinking Water
  - 
  -

- System. LCD / Over
- Head Projector
- Domain Labs, IT Labs, requisite
- classrooms Internet facility

Detailed center specifications which have to be compulsorily adhered to under UPSDM have been provided in Annexure E

- 20 Placement of Candidates** - "Placed" means the candidate is placed in the sector of their training and his / her gross remuneration should not be below the minimum wages of the state as notified at the time of placement in which he has been placed. Further, a placement shall be considered valid if a candidate is placed within the first 3 months of getting trained / successfully clearing the third party assessment. The provisions of common norms in regard to placement shall apply. The common norms may be downloaded from the website [www.msde.gov.in](http://www.msde.gov.in).
- 21 Post-placement counseling and tracking of candidates for a period of 12 months after placement.** The provisions of the common norms in regard to post placement counseling and tracking shall apply. These norms are available on the website [www.msde.gov.in](http://www.msde.gov.in).

#### Section F – Key Terms of Empanelment

- 22 Scheme Specific Guidelines:** The PTPs would need to follow scheme specific guidelines while implementing the skill development programme. In case there are no specific guidelines for a particular scheme, then UPSDM guidelines shall be adhered to. **However, the UPSDM circulars pertaining to different schemes would also have to be followed by the TPs.**
- 23 Sectors, Modules and Fees Structure**
- 23.1** The training providers would be required to train the trainees in the job roles and at locations as decided by the UPSDM considering the requirement of the Scheme, UPSDM, State and the Districts concerned.
- 23.2** The training providers are supposed to indicate the sectors which they are well equipped in for providing training to the candidates at Annexure-E
- 23.3** The list of sectors shortlisted by UPSDM is enclosed at Annexure A.

The PTPs may be assigned targets to train the candidates in any module(s) in any given sector as Annexure A. **However, the list of sectors and courses available to the TPs for undertaking training programmes may have some additions/deletions at any subsequent stage and if so happens, the amended list of the sectors/courses would be considered as the final one.**

#### **24 Selection of Districts**

- 24.1** A TP may submit its proposal for any number of districts but should have to indicate

order of or preference of the districts. The UPSDM will ensure that all the districts and tehsils of the State are duly covered and served by one or the other TP. The TP needs to understand that it will be the sole prerogative of the UPSDM to allot districts, tehsils, targets and sectors to a particular TP to achieve the objectives and serve the public interest. The UPSDM will have the prerogative and sole discretion with regard to directing the training providers to open their training centers in a particular tehsil or tehsils (if more training centers are to be opened) in the given district and in a given trade or job role with a view to saturating all the tehsils of the district and expand the reach of the training facilities down to the tehsil level, on one hand and meet the training need in any particular trade or job role.

24.2. The PTP shall open all the targeted centers in phases over a period of 60 days from empanelment such that:

- Training is started in 100% of the targeted centers within 90 working days of signing of the Agreement.
- Training is started in 100% of the sectors allotted within 90 working days of signing of the Agreement.

## 25 Infrastructure and faculty requirements

25.1 The PTP would be **obligated** to adhere to the Training Centre Specifications as laid out by UPSDM in **Annexure D**. (The above clause is subject to modification in case the specifications of the center are changed by the UPSDM which would be communicated to all concerned in due time).

25.2 A trainer-trainee ratio of 1:27 **should essentially** be maintained at the training center.

25.3 Trainer shall have under taken TOT from the respective Skill Sector Council/ DGT or any other authorized bodies.

25.4 Post graduate degree with 3yrs experience would be required for trainers for non-technical courses.

## 26 Assessment & Certification

26.1 Each candidate has to be assessed and certified as per the mechanism laid down by the UPSDM. The certification would be done by the Assessors of Assessment Agencies empanelled with the SSCs or any other authorized bodies.

26.2 Each batch of the PTPs would be allotted assessors **normally** within a month of the start of training by the concerned SSC.

## 27 Placement criteria:

The placement criteria would be the same as detailed in the common cost norms notified by the Government of India and adopted by the Government of Uttar Pradesh.

It must be ensured that the sector of placement is in sync with the area of training. For instance, a welder has to be placed for welding job in an industrial job.

UPSDM shall conduct a random audit of a representative sample of 5% of the placed candidates in a quarter. Any material discrepancy between the claims and the audit findings shall result in penalty as deemed fit by UPSDM and may result in termination of the Agreement.

## 28 Training Cost and Incentives

**28.1** Training cost shall be paid on a per hour basis as per the **common cost norms notified by the Government of India and adopted by the Government of Uttar Pradesh.**

**28.2** All trainees shall be provided a **pair of** uniform. The fixed cost for uniform will be provided to the PTPs who shall arrange the uniform **for the trainees** as per the specification prescribed by the UPSDM.

## 29 Payment Terms

**29.1** Training cost payments would be in two installments:

- a. 1<sup>st</sup> Installment: Post certification/assessment – 80% of the training cost would be released only for the candidates who have successfully cleared the assessment.
- b. 2<sup>nd</sup> Installment: 20% of the training is linked to the outcome of training i.e. achievements of Placement targets and tracking of the placed/ self-employed candidates. The targets would be 70% of the successfully certified candidates within 3 months of completion of training on annual basis with at least 50% of the trainees passing out placed in wage employment.

In case of wage employment candidates should be placed in jobs that provide wages at least to minimum wages prescribed and such candidates should continue to be in jobs for a minimum period of 3 months from the date of placement in the same or at higher level with the same or any other employer.

In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in

terms of trade license or setting up of an enterprise or becoming a member of a producer group or proof of additional earnings (bank statement) or any other suitable or verifiable document as prescribed by the respective Ministry/Department.

**Tracking:** The placed candidates would be required to be tracked for a period of 12 months. However, in the matters of placement and tracking, the provisions of the Common Norms would be applicable.

29.2 The payments will normally be released within 30 days of the submission of invoice unless a discrepancy is detected.

### 30 Deliverables and Timelines

30.1 The training provider would be required to follow the time line with respect to training, assessment and employment as detailed in the common norms or courses modules of particular trades developed by concern SSC & approved by NSDC.

### 31 Targets

The UPSDM would allocate the targets to the training provider every year.

31.1 The allotment of target to a TP could be based on the allotted targets to a particular district. However the target may be revised based on the performance of the TP at a later stage.

31.2 The PTP must ensure a minimum of 80% attendance for trainees. The trainees who do not complete 80% attendance would not be eligible for assessment. Attendance of the trainers must be 85%.

31.3 PTP has to ensure placements of **minimum 70%** of the trained candidates as per common cost norms.

31.4 The targets in relation to the subsequent years for training and other parameters shall be fixed at the start of the subsequent year based on the performance review of PTP.

32 **Batch Size:** The minimum and maximum number of trainees in a batch should be 15 and 27 respectively.

33 **Period of the Agreement:** The Agreement shall remain valid for 2 years from the date of its effectiveness excluding the year of empanelment. However the above period of agreement would be subject to satisfactory performance of the training provider. If the performance of the TP is not found satisfactory, the agreement could be considered for premature cessation. The assessment of the performance of the training provider would be made as per the provisions enunciated under the caption "Performance Review" in the subsequent paragraphs of the agreement.

### 34 Performance Review

The performance of the training providers would be evaluated annually in the month of March of any given financial year as per the following provisions :-

- 34.1** The PTPs would be allotted targets in the first quarter (April-June) of any financial year which they were ought to complete by December and of the reference year with respect to the candidates against the targets and getting them assessed also. The last quarter of the year (January-March) would be utilized specifically to ensure the placement of successful candidates.
- 34.2** The PTPs are suggested to complete the targets for the short term training first and thereafter pursue achieving the targets under RPL to meet the deadlines. Targets under any stream if not accomplished in the year of their allotment, would automatically be considered withdrawn.
- 34.3** Since the RPL has become a significant component of the training, the performance under RPL would also be accorded due weightage and consideration while evaluating the performance of the training providers.
- 34.4** In a scoring matrix of 100 marks, 30% weightage would be assigned to the performance under RPL which would be determined by the number of candidates trained against the allotted targets during a particular financial year. Remaining 70% weightage would be distributed equally between the number of candidates trained against the targets during the reference year and number of candidates placed against the successfully trained candidates.

**Example:-**

Following illustration is given to elaborate the above provision.

□ **Illustration:**

<b>Performance Matrix (Illustration)</b>					
<b>Short Term Training</b>				<b>RPL Training</b>	
<b>Particulars</b>	<b>Details</b>	<b>Particulars</b>	<b>Details</b>	<b>Particulars</b>	<b>Details</b>
Annual Training Targets	500	Target for Placement	300	Annual Training Targets	2000
Trained (Passed Assessment)	300	Placed Candidates	150	Trained (Passed Assessment)	1500
Percentage Achievement	60%	Percentage Achievement	50%	Percentage Achievement	75%
<b>Weightage (marks)</b>	<b>35</b>	<b>Weightage (marks)</b>	<b>35</b>	<b>Weightage (marks)</b>	<b>30</b>
<b>Marks Obtained</b>	<b>21</b>	<b>Marks Obtained</b>	<b>17.50</b>	<b>Marks Obtained</b>	<b>22.50</b>

**Total Score = 61(21+17.50+22.50)**

**The above figures are assumptive and merely for illustration.**



- The composite score would be the basis on which target for the next Financial Year will be decided.

**34.5** In case a PTP is assigned targets only under the RPL stream, the performance of the concerned PTP would be evaluated only with respect to the achievement of RPL targets and full weightage of 100 marks, instead of 30 marks as shown in the performance matrix, would be given to the RPL performance. Vice- Versa, if a PTP is allotted targets only for short term training its performance would be evaluated without considering RPL stream and equal weightage of 50 marks each would be assigned to the number of trained (passed assessment) candidates and number of candidates placed against the latter.

**34.6 Clause for De-empement:**

- Based on the score obtained as stated in Clause 35.2, a PTP would be put in one of the four categories:

Score	Category
81 to 100	“High Performance”
61 to 80	“Satisfactory Performance”
41 -≤ 60	“Needs Improvement”
≤40	“Poor”

- A PTP which scores < = 40 shall be treated as Poor performing and will face immediate de-empement.
- A PTP which scores more than 40 to 60 shall be treated in the category “Needs improvement”. Such PTP to achieve score of more than 60 within the next 3 months or else would be de-empement.
- In the event of a de-empement as stated above, the entire PG amount shall be forfeited. Any advance that has been extended to the PTP on the basis of the PG shall also be recovered.
- A PTP which scores more than 60 to 80 shall be treated in the category “Satisfactory Performance” and shall be asked to submit a Plan on how it will move to the category of “High performance”.

**Section G – General Terms & Conditions**

**35 Interpretation**

**35.1** If the context so requires it, singular means plural and vice versa

**35.2** Entire Agreement: The Agreement constitutes the entire agreement between the UPSDM and the empanelled Applicant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of the Agreement.

**35.3** Any clause of the agreement may be amended with the mutual consent of both the parties if the situation so warrants. In such a case all the amendments to the existing agreement would be considered as to be integral part of the agreement and would remain in force for the remaining period of the agreement.

**35.4** Non-waiver: Subject to the condition (36.5) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the

terms and conditions of the Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Agreement, neither shall any waiver by either party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement.

**35.5** Any waiver of a party's rights, powers, or remedies under the Agreement must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**35.6** Severability: If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

**36** **Governing Law:** The Agreement shall be governed by and interpreted in accordance with the laws of the Uttar Pradesh State/ the Country (India) and under the jurisdiction of Lucknow Courts.

## **37** **Force Majeure**

### **37.1** **Definition**

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) UPSDM will decide the eventuality of Force Majeure which will be binding on both the parties.
- e) If it is found that the TP has sublet any part of the conducting or providing the training under the franchise arrangement, the agreement would

immediately terminated with for feiture performance guarantee.

**37.2 No Breach of Agreement:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**37.3 Measures to be Taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**37.4 Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**37.5 Payments:** No payment shall be made during the period of PTP's inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.

**37.6 Consultation:** Not later than thirty (30) days after the PTP has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**38 Change Orders and Agreement Amendments**

**38.1** UPSDM may at any time, order the PTPs through Notice, to make changes within the general scope of the Agreement in case of services to be provided by the PTP and the same would be considered as to be integral part of the agreement.

**38.2** If any such change causes an increase or decrease in the cost of, or the

time required for, the PTPs' performance of any provisions under the Agreement, an equitable adjustment shall be made in the Delivery and Completion Schedule and the Agreement shall accordingly be amended.

### 39 Roles and Responsibilities of the UPSDM

**39.1** The training providers would be obligated to choose the candidates for training according to their eligibility from the list of registered candidates on Sevayojan Portal of the Department of Labour and Employment, GoUP.

**39.2** Timely Monitoring and Evaluation of the PTP Performance.

**39.3** The Roles and Responsibilities of the UPSDM shall be discharged on a best effort basis and they do not absolve the PTP from discharging the activities outlined under the Scope of Work section of this RFE document to achieve the targets as earmarked for them.

### 40 Termination of the Agreement

**40.1 Termination for Default:** UPSDM may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the PTP, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the PTP to rectify the breach).

- a) The agreement may be terminated if it is discovered at any stage that the PTP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
- b) If the PTP, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement.
- c) If the PTP commits breach of any condition of the Agreement.
- d) If UPSDM terminates the Agreement in whole or in part, Performance Guarantee shall be forfeited.
- e) If it is found that the TP has sublet any part of the conducting or providing the training under the franchise arrangement, the agreement would immediately stand terminated with forfeiture of performance guarantee.

**40.2 Termination for Insolvency:** UPSDM may at any time terminate the Agreement by giving a written notice of at least 30 days to the PTP, if the PTP becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the PTP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to UPSDM.

**40.3 Termination for Convenience** - UPSDM, by a written notice of at least 30 days sent to the PTP, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for UPSDM's convenience, the extent to which performance of the selected Applicant under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the selected Applicant may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement if any due to such termination.

**40.4 Limitation of Liability** - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The

Selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training cost and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

**40.5 Termination by the Client** - The Client may, by not less than thirty (30) days' written notice of termination to the PTP, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

- a) the PTP fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing;
- b) the PTP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the PTP fails to comply with any final decision reached as a result of arbitration proceedings.
- d) if the PTP fails to comply to the decisions of UPSDM.
- e) the PTP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the PTP knows to be false;
- f) any document, information, data or statement submitted by the PTP in its Proposals, based on which the PTP was considered eligible or successful, is found to be false, incorrect or misleading; or
- g) as the result of Force Majeure, the PTP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h) The performance of the TP is rated as to be un satisfactory after

annual reviews, the currency of the agreement would be shortened and the agreement would cease to exist thereafter. The UPSDM would communicate such decision to the PTP by a reasoned order and the agreement will stand terminated from the date the UPSDM so decides.

**40.6 Termination by the PTP** - The PTP may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the PTP may have subsequently agreed to in writing) following the receipt by the Client of the PTP's notice specifying such breach.
- b) as the result of Force Majeure, the PTP is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c) The Client fails to comply with any final decision reached as a result of arbitration.

**40.7 Payment upon Termination** – Upon termination of the Agreement, no payment shall be made by the Client to the PTP.

**41 Suspension:** The Client may, by written notice of suspension to the PTP, without any obligation (financial or otherwise) suspend all the payments to the PTP hereunder if the PTP shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension

- a) Shall specify the nature of the breach or failure, and
- b) Shall provide an opportunity to the PTP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the PTP of such notice of suspension. The above action will be taken by Client after appropriate approvals.

**42 Cessation of Rights, Obligations and Services**

**42.1** Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in RFE,
- c) the PTP's obligation to permit inspection, copying and auditing of

its accounts and records by UPSDM.

42.2 Upon termination of this Agreement by notice of either Party to the other the PTP shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### 43 Disputes Resolution

43.1 Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice.

#### 43.2 Arbitration

- a) In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the Additional Chief Secretary/ Principle Secretary/ Secretary (as the case may be) of the Department of Vocational Education and Skill Development, Government of UP who will act a sole arbitrator to resolve such a dispute. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed.
- b) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement

**The Training Cost for each Cost Category of courses would be similar to that prescribed by the Ministry of Skill Development and Entrepreneurship Government of India, under its notification of Common Cost Norms (with amendments made time to time, if any).**

### 44 Clarification

Due to COVID-19 pandemic and the consequent delay in allocation of targets, the provisions under clause 34 describing performance parameters would be applicable from financial year 2021-22 exempting the year 2020-21. The training providers empanelled in the financial year

2020-21 would be assessed in March, 2022 on the basis of performance matrix illustrated in the clause under reference.



**ANNEXURE – A**

**List of Sectors in Uttar Pradesh Skill Development Mission**

### List of Sectors In Uttar Pradesh Skill Development Mission

S.No.	Sector	No. of Courses
1	Agriculture	40
2	Apparel, Made-Ups & Home Furnishing	45
3	Automotive	21
4	Banking & Accounting	9
5	Beauty Culture & Hair Dressing	10
6	Construction	90
7	Domestic Worker	4
8	Electronics	26
9	Fabrication	10
10	Food Processing	15
11	Furniture & Fittings	8
12	Gems & Jewellery	7
13	Green Jobs	4
14	Handicrafts & Carpets	54
15	Healthcare	23
16	ICT	11
17	Instrumentation Automation Surveillance & Communication	5
18	Iron & Steel	42
19	Leather & Sports Goods	16
20	Life Sciences	1
21	Logistics	31
22	Media & Entertainment Skills Council	39
23	Mining	45
24	Plumbing	5
25	Power	11
26	Retail	7

27	Rubber	15
28	Security	7
29	Sports	4
30	Telecom	32
31	Textile	59
32	Tourism & Hospitality	13
<b>Total</b>		<b>709</b>

The details list of job roles under each sector is available on.....

## ANNEXURE – B

### FORMATS FOR PROPOSAL SUBMISSION

**TECH 1: Proposal Submission Cover Letter**

(On the letterhead)

{Location, Date}

To:

Mission Director  
 Uttar Pradesh Skill Development Mission  
 ITI Aliganj Campus  
 Aliganj, Lucknow - 226024

Dear Sir / Madam,

We, the undersigned, wish to be empanelled as Private Training Partners to Uttar Pradesh Skill Development Mission in accordance with your Request for Proposals dated... We are hereby submitting our Proposal, as per the specified format.

We hereby declare that:

- a. We hereby declare that we have deposited the RFE cost i.e. Rs. 10,000/- in the given bank account by UTR/receipt no. \_\_\_\_\_ dtd ..... (copy enclosed separately)
- b. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by UPSDM.
- c. Our Proposal shall be valid and remain binding upon us for the period of time specified in the Clause 7.1.
- d. We have no conflict of interest as stated in the RFE.
- e. We meet the eligibility requirements as stated in RFE.
- f. In competing for (and, if we are empanelled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per RFE.
- f. Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.

We undertake, if our Proposal is accepted and the Agreement is signed, to initiate the Training no later than the date as specified by UPSDM.

We understand that UPSDM is not bound to accept any Proposal that UPSDM receives.

We remain,

Yours sincerely,

Authorized Signature {In  
 full and initials}

Name and Title of Signatory: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

**TECH 2: Format for Power of Attorney for Signing of Application**

(To be submitted along with Covering Letter. Refer Clause 10.1)

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 Private

Training Partners in Uttar Pradesh for Uttar Pradesh Skill Development Programme being implemented by Uttar Pradesh Skill Development Mission

(UPSDM). The attorney is fully authorized for providing information/ responses to the UPSDM, representing us in all matters before the UPSDM including negotiations with the UPSDM, signing and execution of all agreements including the Memorandum of Understanding and undertakings consequent to acceptance of our proposal, and generally dealing with the UPSDM 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 THIS .....DAY OF .....

For..... ;

(Signature, name, designation and address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Notes:

To be executed on Rs 100/= 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 executant(s) and when it is so required, the same should be under common seal affixed

**TECH 3: Firm Overview & Application Parameters**

<b>Name and Details of the Applicant and Authorized Representative:</b>	
Name of Organization / Institution	
Type	Whether Industry/Industry Association, or Training, Education, Learning and skill development service provider
Registered Address	
Corporate Head-Office Address	
Phone	
Fax	
Mobile	
Email	
Website	
Whether blacklisted by any Govt./semi-Govt. organization (If yes, by whom)	
Name of Authorized Representative	
Designation	
Mobile	
Email	
Districts Applied for and proposed targets (Refer to Minimum Targets as specified in clause 23.1)	

**TECH 4: Eligibility Related Information**

Eligibility Parameter	Value	Supporting Document	Page No(s). (mandatory)
Organization Type: Company/Partnership/ Society/Trust		a. Certificate of Incorporation/Registration	
Registration Date			
Average Turnover from conducting Trainings during last 3 years		a. Audited Financial Statements; & b. CA certificate and Self certificate in TECH 4A	
Net Worth as on 31.03.2019 (in Rs. Lakhs)		Audited Financial Statements; & CA certificate and Self certificate in TECH 4A UDI No.	
Training Capability (please specify last three year period,		a. Copies of proof (MoU's / Sanction Letters) for Training Programmes sponsored by any state or central government department / ministry or CSR Programme of a PSU or under NSDC. & b. Self-Certificate and CD with list in TECH 4B to be enclosed	

Eligibility Parameter	Value	Supporting Document	Page No(s). (mandatory)
	<b>Total:</b>		
Placement Capability (please specify last three period,		a. Employer References & b. Self-Certificate and CD with list in TECH 4C to be enclosed	
Operational Capability		a. Self-Certificate and  List with centre details  enclosed in TECH 4D	
No. of states			
No. of districts			
No. of centres			



**TECH 4A – Financial Capability**

“On the Letter Head of the Organization”

Ref. No.:

Date:

**Certificate**

With reference to the Clause No. 13.2 a) (Financial Capability) of the Present RFE this is to certify the below:

S.No.	Financial Year	Turnover / Receipts (Rs. In Lakhs)	
		Total	From conducting Training Programs
1			
2			
3			

The details would be for the 3 consecutive years preceding to the year the proposal is submitted in.

(Authorised Signatory)

Stamped and Signed

CA Letter Head

**CA Certificate**

This is to certify the below details for the \_\_\_\_\_ (Company Name):

S.No.	Financial Year	Turnover / Receipts (Rs. In Lakhs)	
		Total	From conducting Training Programs
1			
2			
3			
Present RFE No.:			

**The details would be for the 3 consecutive years preceding to the year the proposal is submitted in.**

(Signature & Seal)  
Certified by CA

**TECH 4B – Technical Capability**

“On the Letter Head of the Organization”

Ref. No.:

Date:

**Self-Certificate**

With reference to the Clause No. 13.3 (Technical Capability) of the Present RFE, this is to certify that we have trained \_\_\_\_\_ candidates over the last three years as specified in the RFE document.

The skill development training provided to the candidates as mentioned above relates to vocational training of a minimum duration of 100 hours in the sectors or modules pertaining to one or more of the following

- Courses or modules or job roles notified by NCVT/SCVT/Sector Skills Council
- Training Programmes sponsored by any state or central government department/ministry or CSR Programme of a PSU or under NSDC.

(Authorized Signatory)  
Stamped and Signed

**Trainee details (mandatory):**

S.No.	Trainee Name	Contact Number	Sector and Course of Training	Training Sponsoring Agency	Training Completion Date*

**Note:**

- a. \*dd/mm/yyyy format to be strictly followed with the latest dates
- b. Prepare separate sheets for all the three Financial Years as stated in Tech 4
- c. Please note that a financial year starts on 1<sup>st</sup> April and ends on 31<sup>st</sup> March
- d. If information is found to be missing in even a single case then the table shall not be considered for evaluation

**(To be submitted in a CD)**

(Authorised Signatory)  
Stamped and Signed

**TECH 4C – Placements Capability**

“On the Letter Head of the Organization”

Ref. No.:

Date:

**Certificate**

With reference to the Clause No. 13.4 (Placement Capability) of the Present RFE, this is to certify that we have placed \_\_\_\_\_ candidates over a period of three years as specified in the RFE document.

We also certify that the candidates have been placed in the sector of their training at wages not less than the minimum wages of the state in which they have been employed at the time of their employment or have been engaged in work through a Contractual Agreement of minimum 1-year duration with wage-payout dependent on piece-meal work basis such that the average daily wage of each candidate over 30 days is more than the minimum daily wages in the state of employment.

(Authorised Signatory)

Stamped and Signed

**Placement Details (mandatory):**

S.No.	Trainee Name	Contact Number	Recruiter Name & Contact	Monthly Wage in INR	Placement Date*

**Note:**

- a. \*dd/mm/yyyy format to be strictly followed with the latest dates
- b. Prepare separate sheets for all the three Financial Years as stated in Tech 4
- c. Please note that a financial year starts on 1<sup>st</sup> April and ends on 31<sup>st</sup> March
- d. If information is found to be missing in even a single case then the table shall not be considered for evaluation

**(To be submitted in a CD)**

(Authorised Signatory)  
Stamped and Signed

**TECH 4D – Operational Capability**

“On the Letter Head of the Organization”

Ref. No.:

Date:

**Certificate**

With reference to the Clause No. 13.5 of the Present RFE, this is to certify that we have a track record of operating \_\_\_\_\_ number of centres in \_\_\_\_\_ districts (name of the districts, comma separated) and \_\_\_\_\_ states (name of the states, comma separated) in one or more of the sectors that we have applied for against the aforementioned RFE. The details of at least 6 centres have been furnished with the proposal and we also hereby certify the same.

(Authorized Signatory)  
Stamped and Signed

**Training Centre Details (mandatory):**

S.No.	Centre Name (Also specify the scheme)	Sector(s) in which Training is / was imparted	Contact Details	Other Remarks (if any)
			Authorized Representative:  Phone:  Address:  District Name:  State:	

(Authorised Signatory)  
Stamped and Signed



**List of Documents to be submitted  
(Checklist)**

1. Earnest Money Deposit in a Sealed Envelope
2. UTR against payment for the RFE
3. TECH 1: Proposal Submission Cover Letter
4. TECH 2: Power of Attorney to Sign the Proposal
5. TECH 3: Firm Overview and Application Parameters
6. TECH 4: Eligibility Related Information (Page Numbers should be clearly marked for supporting documents)
7. Certificate of Incorporation
8. Audited Financial Statements
9. TECH 4A: Self-Certificate and CA Certificate
10. TECH 4B: Self-Certificate and Trainee Details (List to be provided in CD)
11. TECH 4C: Self-Certificate and Placement Details (List to be provided in CD)
12. TECH 4D: Self-Certificate and Training Centre Details
13. TECH 5 (mandatory for scoring)
14. TECH 6: Placement Tie-ups
15. MoA/LoA with Employers (for the number specified)
16. Self-certificate for Black Listing

**ANNEXURE – C**

**FORMAT FOR PERFORMANCE GUARANTEE**

To  
 Director  
 Uttar Pradesh Skill Development Society  
 ITI Aliganj Campus, Aliganj  
 Lucknow – 226001

WHEREAS \_\_\_\_\_ (hereinafter called “the Private Training Partner”), in pursuance of your Letter No. \_\_\_\_\_ (refer Letter of Invitation) dated \_\_\_\_\_ to provide the services as mentioned in the Scope of Work in the RFE No. -----/UPSDM to Uttar Pradesh Skill Development Society, Department of Vocational Education, Government of U.P. on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Private Training Partner 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 Private Training Partner 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

\_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address

\_\_\_\_\_

In presence of

1. \_\_\_\_\_

(Name, Signature & Occupation)

2. \_\_\_\_\_

(Name, Signature & Occupation)

Date

\_\_\_\_\_

Address



**ANNEXURE – D**

**Training Centre Specifications**

**Guidelines for Approval of Training Center**

<b>Centre approval Norms/Standards</b>		
Standards have been classified into two parts:		
S.No.	Standard	Centre's compliance for Approval
<b>Part-A : Mandatory Requirements</b>		
<b>(A.1) Common Standards</b>		
1	<b>Classroom area/Capacity of Classroom (For each Classroom):</b>  (Total carpet area of the Classroom)/Capacity of the Classroom in terms of number of trainees	
a	<b>Minimum space requirement for each Classroom is 200 square feet.</b> Minimum space requirement per trainee in each Classroom is 10 Square feet. The classrooms shall have proper ventilation. If no ventilation then Air-conditioning is mandatory.	Yes
b	If the Classroom is not meeting above two criteria	No
2	<b>Laboratory area/Capacity of Laboratory (For each Laboratory):</b>  (Total carpet area of the Laboratory )/Capacity of the Laboratory in terms of number of trainees	
a	Laboratory has to meet SSC/NCVT specifications. Minimum space requirement per trainee in each Laboratory is 200 square feet. Minimum space requirement per trainee in each Laboratory is 10 Square feet. The laboratory shall have proper ventilation. If no ventilation then Air-conditioning is mandatory	Yes
b	If the Laboratory is not meeting above criteria	No
3	<b>Placement/Entrepreneurship Counselling Cell</b>	
a	Availability of a demarcated Placement/Entrepreneurship Counselling Cell with availability of a dedicated/shared full time Placement Coordinator	Yes
b	No separate demarcated Placement/Entrepreneurship Counselling Cell OR No Placement Coordinator deployed by the Training Centre	No
4	<b>Type of Construction of the Building of the Training Centre</b>	
	All walls of the Training Centre including Classrooms, Laboratories, Library, and Reception etc. should be well plastered, colored/distempred/whitewashed.  The walls and roof made of Tin/Bamboo sheets are not allowed.  The floor of the Training Centre including Classrooms, Laboratories etc. should be cemented and preferably tiled.	Yes
a	<b>(Training Centre which have pre-fabricated structures and containers are exempted from the above)</b>	

	All the Classrooms and Laboratories should be properly ventilated. All the wires and Switchboards in the Training Centre should properly covered and secured.	
b	Non-compliance to any of the above	No
<b>5</b>	<b>Separate Washroom facility for male and female trainees</b>	
a	Availability of separate washroom facility for male and female trainees	Yes
b	Unavailability of separate washroom facility for male and female trainees	No
<b>6</b>	<b>Safe/Clean Drinking Water</b>	
a	Availability of Safe/clean drinking water facility in the form of Reverse Osmosis (RO)/Water purifier/Packaged drinking water dispenser	Yes
b	Unavailability of Safe/clean drinking water facility as per above norms	No
<b>7</b>	<b>Cleanliness and Hygiene</b>	
a	Availability of a dedicated housekeeping staff at the Training Centre. Availability of a daily checklist/inspection card as maintained by the Housekeeping staff. Dustbin should be placed in all Classrooms, Laboratories and Reception area.	Yes
b	Non compliance to any of the above	No
<b>8</b>	<b>Health and Safety Facilities: First-Aid Kit and Fire Fighting Equipment</b>	
a	Availability of the First-Aid AND Fire Fighting equipment as per below mentioned norms	Yes
b	Unavailability of the First-Aid kit And Fire Fighting equipment as per below mentioned norms	No
	<p>Training Centre Must COMPLY TO THE BELOW NORMS TO GET ACCREDITED.</p> <p>First-Aid kit should contain a minimum of the below mentioned items, and the First aid box should be wall mounted at the Training Centre</p> <ol style="list-style-type: none"> <li>1. Emergency telephone numbers for emergency medical services</li> <li>2. Sterile gauze pads (dressings) in small and large squares to place over wounds</li> <li>3. Disinfectants like Dettol or Savlon</li> <li>4. Roller bandages to hold dressings in place</li> <li>5. Adhesive tape/Adhesive bandages in assorted sizes</li> <li>6. Scissors and Tweezers</li> </ol>	



	<p>7. Antiseptic wipes or soap</p> <p>8. Thermometer</p> <p>Fire-Fighting Equipment-At least one of the following equipments to be available at the Centre:</p> <ol style="list-style-type: none"> <li>1. Water based Fire Extinguisher</li> <li>2. Foam based Fire Extinguisher</li> <li>3. Dry Powder based Fire Extinguisher</li> <li>4. Carbon dioxide based Fire extinguisher</li> <li>5. Wet Chemical based Fire Extinguisher</li> <li>6. Fire fighting hose pipe</li> </ol> <p>However, the Govt. norms have to mandatorily followed.</p> <p>Contact number for fire brigade, hospital, ambulance and other emergency number should be well displayed in Classroom, Laboratories and the Reception area.</p> <p>First safety instructions should be well displayed at key areas of the training Centre along with Fire extinguisher</p>	
<p><b>9</b></p>	<p><b>Aadhar-Enabled GPRS based Biometric Attendance System (AEGBAS)</b></p>	
<p><b>a</b></p>	<p>it is mandatory for the Training Centre to have an Aadhar Enabled Biometric System (AEGBAS) machine to monitor attendance of all trainees. AEGBAS should be preferably placed either at the entrance or the reception area</p>	<p>Yes</p>
<p><b>b</b></p>	<p>Non compliance to the above</p>	<p>No</p>
<p><b>10</b></p>	<p><b>Trainer certified in Entrepreneurship by NIESBUD or any similar agency</b></p>	
<p><b>a</b></p>	<p>Atleast one trainer of the Training Centre has to be certified in Entrepreneurship by NIESBUD or any similar agency</p> <p><b>Note:</b></p> <p>In case the Training doesn't have a trainer certified in Entrepreneurship by NIESBUD or any similar agency, Conditional approval may be awarded.</p> <p>However, the Training Centre will need to comply with this indicator within Six months of Conditional approval award date, else. Conditional Accreditation may be withdrawn</p>	<p>Yes</p>

b	Non compliance to the above	No
<b>(A.2)</b>	<b>Course Specific Standards</b>	
<b>1</b>	<b>Student/Trainer Ratio</b> (Total number of trainees who can be simultaneously trained in a Training Centre in a month for the course)/ (Total number of qualified trainers for the course, as per the prescribed minimum requirement)	
a	Ratio of 27:1 or less than 27:1	Yes
b	Ratio of more than 27:1	No
<b>2</b>	<b>Availability of Qualified Trainers (For each course)</b> <b>(Centre to have qualified trainers as per the prescribed minimum requirement of SSC/DGT)</b>	
a	Trainers meets minimum educational qualification as well as minimum work experience, as prescribed by SSC/DGT based on course.  (Maximum of six month relaxation allowed in experience but NO relaxation allowed in qualification)	Yes
b	Non compliance to the above	No
<b>3</b>	<b>Trainers certified by SSC/DGT or equivalent authorized agencies (For each course)</b>	
a	All trainers certified  <b>Note:</b>  In case the Training Centre doesn't have all trainers certified by SSC, Conditional approval may be awarded.  However, the Training Centre needs to comply with this indicator within Six months of Conditional approval award date, else, Conditional approval may be withdrawn	Yes
b	Non compliance to the above	No
<b>4</b>	<b>Availability of Equipment/Tools/Machinery in Laboratory For each course</b>	
a	Laboratory is equipped with mandatory equipment's (as per SSC/NCVT specified mandatory list) for each course	Yes
b	Laboratory is not equipped with mandatory equipment's (as per SSC/NCVT specified mandatory list) for each course	No

Sr. No.	Grading Criterion	Scores
	<b>Part-B Standards</b>	<b>50</b>
<b>1</b>	<b>Centre Area</b>	<b>7</b>
a	Centres with area of 5000 sq. ft. or above dedicated to skill development training program	7
b	Centres with area of 3000 sq. ft. or above and less than 5000 sq. ft., dedicated to skill development training program	6
c	Centres with area of 1500 sq. ft. or above and less than 3000 sq. ft., dedicated to skill development training program	4
d	Centres with area less than 1500 sq. ft. dedicated to skill development training program	3
<b>2</b>	<b>Type of Building of the Training Centre</b>	<b>7</b>
a	Stand-alone Building, with all floors completely dedicated to NSQF aligned Skill Development Training  OR  Non-Functional Educational institute/Campus utilized as Training Centre (completely dedicated to NSQF aligned Skill Development Training)	7
b	Industrial/Commercial Complex  (Training Centre is inside a factory/industrial /commercial complex and not a standalone building)	6
c	Functional Educational Institute/Any other <b>Building where a dedicated floor space is assigned for Skill development training</b>  (Training Centre is part of Educational institute or any other building and not a standalone building)	4
<b>3</b>	<b>Proximity of the Training Centre to Public Transport System i.e. Bus Stop/Stand, Metro Station, Railway Station etc.</b>	<b>4</b>
a	0-3 km distance	4
b	3.1-5 km distance	2
c	5.1-10 km distance	1
d	More than 10 km distance	0
<b>4</b>	<b>CCTV cameras (with CCTV recording facility)</b>	<b>4</b>

a	Availability of CCTV cameras (with CCTV recording facility) in all the classrooms, Laboratories, Counselling area, Reception area	4
b	Availability of CCTV cameras (with CCTV recording facility) in all the classrooms, Laboratories, but not in other areas	2
c	Availability of CCTV cameras (with CCTV recording facility) in 50% of classrooms, Laboratories but not in other areas	1
d	Availability of CCTV cameras in less than 50% of classrooms, Laboratories and other areas OR Absence of recording facility	0
<b>5</b>	<b>Differently-abled friendly Training Centre</b>	<b>2</b>
a	Availability of Ramps, Lifts and Washroom for differently-abled people If the Training Centre is at Ground Floor, availability of lift is exempted.	2
b	Availability of only one facility i.e. Ramps or Washroom for differently-abled people. (This is applicable for only those Training centers which are NOT on Ground Floor)	1
c	No facility available at the Training center for differently-abled people i.e. No Ramps, No Lifts or No Washroom	0
<b>6</b>	<b>Projects in Classrooms</b>	<b>4</b>
a	Availability of any type of projector in all Classrooms	4
b	Availability of any type of projector in at least 50% of the Classrooms but not all Classrooms	2
c	Availability of any type of projector in less than 50% of the Classrooms	0
<b>7</b>	<b>Internet Connectivity</b>	<b>4</b>
a	Availability of the Internet connectivity at the Training Centre, necessarily at the IT/Computer Laboratory, with speed of 1 mbps and above	4
b	Availability of the Internet connectivity at the Training Centre, necessarily at the IT/Computer Laboratory, but with speed of less than 1 mbps and greater than 512 kbps	2
c	Availability of the Internet connectivity at the Training Centre, necessarily at the IT/Computer Laboratory, with speed of less than 512 kbps Or no internet connectivity at the IT/Computer laboratory	0
<b>8</b>	<b>Additional Infrastructural Facilities</b>	<b>4</b>
a	Availability of Pantry and Parking facility. Parking facility should be available in the premises of Training centre.	4
b	Availability of any one facility i.e. Pantry or Parking facility	2
c	Neither Pantry nor Parking facility availability at the Training Centre	0
<b>9</b>	<b>IT/Computer Laboratory facility</b>	<b>4</b>
a	Availability of IT/Computer Laboratory (a clearly demarcated area with atleast 15 computers/laptops) for life skills/soft skills training, along with Air conditioner Facility	4
b	Availability of IT/Computer Laboratory (a clearly demarcated area with atleast 15 computers/laptops ) for life skills/soft skills training, without Air-conditioning	2
<b>10</b>	<b>Power Backup facility</b>	<b>3</b>

a	Availability of the Power backup facility in the form of UPS/Inverter/Genset etc to continue the operations at the Training Centre	3
b	Unavailability of the Power backup facility as per above norms	0
<b>11</b>	<b>Library facility</b>	<b>3</b>
a	Availability of Library(a clearly demarcated area with at least 5 books per job role)	3
b	Unavailability of Library (as per above mentioned criteria)	0
<b>12</b>	<b>Air-Conditioned (AC) facility</b>	<b>4</b>
a	Availability of Air-Conditioning in all Classrooms	4
b	Availability of AC in atleast 50% of the Classrooms	2
c	Availability of Ac in less than 50% of the Classrooms	0
<b>Total Scores for Accreditation</b>		<b>50</b>
	<b>Grading Structure</b>	<b>Grade</b>
	85-100%	5 star
	70-84%	4 star
	55-69	3 star
	40-54%	2 star
	Below 40%	1 star

Note: Only centers having more than or equal to 3 star rating will be considered for approval. The sole right to change the center specifications and rating system any times will remain with UPSDM.

### **Specifications for the Equipment:**

1. Power backup: Gensets /Invertor should have connection to all electrical items relating to monitoring of centre activities such as CCTV, biometric device, office computers etc; all domain specific lab instruments for doing practical's; at least 1 fan and 2 lights per room for practical rooms, theory class rooms, IT room and to all lights in the corridor, toilets, etc; Gensets/ Invertor should be tested with full load for at least 1 hour;
2. Biometric device: biometric Device shall be Aadhar enabled GPRS based Biometric Attendance System (AEGBAS).  
At least 1 device for 200 candidates. The biometric device should be regularly maintained and time taken to replace a non-working device should not be more than 24 hours. Failure to report attendance due to non-availability of bio metric device should not be more than 1, 2 and 3 days for 3, 6 and 9 months training programmes respectively. For any additional days of non-reporting of attendance, the training duration will get extended by equivalent period.
3. CCTV: should be with audio and video recording facility with time stamped system; ensure cameras are well connected and are configured for maximum and optimal coverage. Angles are appropriate for your sight and camera specifications should ensure that the target area is covered with clarity so that people are visible. One CCTV camera should be installed in each classroom, domain lab, IT lab and administrative lab; The material should be under exclusive charge of centre in-charge till they are erased or transferred to head quarter. CCTV console should be visible to centre in charge from the place where he sits. Only centre in-charge should have ready access to the CCTV system.
4. Proper place should be available to secure the documents maintained at the centre. An almirah to be procured.
5. Office staff should have sufficient chairs to sit. In addition, six chairs will be kept for visitors.
6. Office computer table dimensions should be a minimum of 2 by 3 sq. ft.
7. The grievance register should be kept in the prominent place of the training centre and accessible to the candidates during all period of the training centre.

### **Specifications for the Academic Equipment:**

1. CCTV should be as per Clause 3 under Equipment section above.
2. LCD Displays (if installed): 1 LCD screen of 50" per class room with a dedicated desktop computer. However, if a laptop or tablet is to be connected then they can be at least one for two class rooms (assuming that the classes will be staggered appropriately)

3. The candidates chair should have enough space for sitting along with arm for writing and space. In case of Table-bench arrangement, at least 3 ft space of bench should be available to each trainee.
4. Writing board dimension: minimum 5 feet X 3 feet

**Equipment at the IT Lab:**

1. Each IT lab shall have minimum of 15 Computers/ laptop.
2. CCTV should be as per Clause 3 under Equipment section above.
3. The centre should have internet connections.
4. All the computers should be installed with typing tutor software.
5. 1 ceiling fan for each 175 sq.ft. or part thereof per room
6. 1 light for each 175 sq. ft. or part thereof per room

**List of equipment:**

1. In case of NCVT, all the courses should have equipment as per NCVT specifications.
2. In case of SSC, all the courses should have equipment as per SSC/NCVT specifications.

**Teaching Learning Materials:**

1. A Training Plan should be prepared and submitted.
2. The activity cum lesson planner should be prepared.
3. There has to be a welcome kit for all trainees made of jute or cloth comprising of – Curriculum in both hindi and English, stationery, books, tool kit etc., dos and don'ts for the candidate, eligibility, trade, assessment related information, uniform, centre in-charge details, trainers, mobilisers and other staff details will also be enclosed.
4. The course content and trainers manual should conform with NCVT / SSC standard for the particular domain.

**ANNEXURE – E**

**Sectors in and Locations at which the  
Training Provider Prefers to Provide  
Training**



S.No.	Proposed Sectors	Proposed Locations (District Name)	Availability status of resources, Material and non material	Remark if any

Note:- i) The District location would interalia cover all the Tehsils in the District.

ii) Sector would mean, all the Job roles included in the particular sector.

**ANNEXURE – F**  
**Power of Attorney for Lead Applicant of Consortium**

## Power of Attorney for Lead Applicant of Consortium

Whereas, the UP Skill Development Mission (hereinafter to be referred as "UPSDM") has invited Proposal through Request for Proposal document dated <enter the RFP release date> (hereinafter to be referred as "RFP") from interested eligible entities for empanelment as Training Provider.

Whereas, \_\_\_\_\_, and \_\_\_\_\_ (collectively the "Consortium") being Members of the Consortium are interested in submitting the Project Proposal in consortium in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Applicant with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's application for the Proposed Proposal/Project.

### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

We, M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_, and M/s. \_\_ having its registered office at \_\_\_\_\_, (hereinafter collectively referred to as the "Executants") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, **as the Lead Applicant** and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney").

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us, to prepare, sign and submit the Project Proposal, submission of further information and / or documents as required by UPSDM from time to time, and during the evaluation process, and in the event the Project sanctioned to the Consortium and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to including but not limited to signing and submission of all applications and other documents and writings, respond to queries, submit information/ documents, sign and execute all the documents required consequent to acceptance of Project Proposal of the Consortium and generally to represent the Consortium in all its dealings with UPSDM, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Project Proposal in response to RFP and/ or upon award thereof till the Contract and other related contracts, affidavits, declarations, undertakings etc., as is entered into with UPSDM.

AND we hereby unequivocally 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/ Consortium.

IN WITNESS WHEREOF WE, THE EXECUTANTS ABOVE NAMED, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_ DAY OF \_\_\_.

For ...M/s.....  
(Signature)

..... (Name & Designation)

For ...M/S.....

(Signature)

..... (Name & Designation)

..... (Executants)

(Notarized)

(To be executed by both the Members of the Consortium)

WITNESS

1. \_\_\_\_\_

( Name & Organization : )

Notes: -

WITNESS

2. \_\_\_\_\_

(Name & Organization : )

- a) The mode of execution of the Power of Attorney should be in accordance with the Procedure, if any, laid down by the applicant law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Also, wherever required, the executants should submit for verification the extract of the charter documents and other documents such as a board or shareholders resolution/power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the executants.

