



REQUEST FOR EMPANELMENT(RFE)

of

Placement Agencies to facilitate employmentofthe candidates within and outside Uttar Pradesh

UP SKILL DEVELOPMENT MISSION

DISCLAIMER

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arising in anyway in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFE. The Authority/Client may in its absolute discretion, but without being under any obligation to do so, update,amend or supplement the information, assessment or assumption contained in this RFE.

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

1. Fact Sheet

On behalf of the Government of Uttar Pradesh, Uttar Pradesh Skill Development Mission (may be referred as UPSDM or the client), here in invites applications from the reputed and established agency as Placement Partners to facilitateTraining Partners in placement of candidates

Particulars	Details
Reference no. and date	5441/UPSDM/Placement Partner/2020-21 dated: July 31, 2020
RFE issued by:	Uttar Pradesh Skill Development Mission
Mode of Proposal Submission	The RFE document may be downloaded from the UPSDM portal www.upsdm.gov.in at no cost.Reference Number must be mentioned in proposal. The proposal has to be submitted physically at UPSDM Office.
Clarification regarding RFE	All queries to be sent onddtpp.upsdm@gmail.com
Last Date & Time of Submission of proposal	A Continuous Empanelment Process unless withdrawn
Contact Person	Shri Rajesh Kumar, Deputy Director, UPSDM ddtpp.upsdm@gmail.com

2. Uttar Pradesh Skill Development Mission (UPSDM)

2.1. Brief about UPSDM:

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

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

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

Objectives of the Mission:

- to assess Skill-deficit sectors in the State and meet those gaps by adopting region-specific strategies.
- ii. to orchestrate public and private sectors in a framework of collaboration action.
- iii. to re-position existing public sector infrastructure ITIs, Polytechnics and other Central or State owned training centres to smoothen transition into PPP mode.

- iv. to establish a trainee's placement and tracking system for effective evaluation and future policy planning.
- v. to ensure accreditation and evaluation of training programmes and improvise performance measurement methodologies, rate institutions/training partners on standardized outcomes, percentage of post course placement of trainees, their wage differentials, retaining period, dropout ratio etc.
- vi. to improvise on third party independent evaluation of the quality of training courses.
- vii. to work on integrating soft skills training module with the core training syllabi to give training content an added orientation of personality development.

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

3. Instruction to Bidders

3.1. General

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

3.2. Compliant Proposals / Completeness of Response

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

3.3. Code ofintegrity

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

a. prohibitionof

- i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personalgain.
- vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. obstruction of any investigation or auditing of a procurement process.
- viii. making false declaration or providing false information for participation in a tender

process or to secure acontract;

- b. disclosure of conflict ofinterest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuringentity.

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

3.4. Instructions to the bidders

3.4.1. Right to Terminate the Process

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

3.4.2. Submission of Proposals

- Bidders should submit their responses, as per the format provided, physically at UPSDM Office Location in single envelope. Generally, the items to be submitted would include all the related documents mentioned in this RFE, such as:
 - o Pre-qualification response
 - Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.
- All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- The proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

- All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- In case of any discrepancy observed by Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

3.4.3. Bidder's authorised signatory

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

3.5. Preparation and submission of Proposals

3.5.1. Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFE process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

3.5.2. Language

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

3.5.3. Deviations

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

prescribed.

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

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

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

3.6. Evaluationprocess

- a. The Purchaser will constitute a committee to evaluate the proposals of the agencies.
- b. The Committee constituted by the UPSDM shall evaluate the responses to the RFE and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared not acceptable.
- c. The Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- d. The Committee reserves the right to reject any or all Proposals on the basis of any deviations if it is considered to be in contravention of the spirit of the RFE.
- e. Each of the proposal shall be evaluated as per the criteria specified in this RFE.

3.6.1. Proposal evaluation

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

acceptance and signing of MoU etc.

3.6.2. Selection Method:

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

4. Scope ofWork:

Prospects:The UPSDM has trained over 10.00 lac youth since its establishment in 2013 till date. Out of the above number, nearly 4.00 lac candidates has been provided jobs by and through the concerned training providers but still nearly over 5.00 lac stilled and duly certified youth are in the market seeking job and employment. In addition to the above the UPSDM facilitates training of about 3-4 lac youth every year in different vocational trades. It has 274 Government training provider, 272 training providers and 29 flexi training partners under its empanelment and the said number keeps on piling with the time. Besides the above, more than 400 project implementation agencies are empanelled under the DDU-GKY scheme which also provide training to the youth. All the candidates after training undergo the process of third party assessment by the Sector Skill Council every accredited by the Government of India which due the certified the candidates after assessment. The successfully assessed candidates then become eligible for placement. The scope for the placement agencies that are in the business of facilitating business and providing jobs to the skilled workforce as per demand of industries is therefore abundant, possibilities are galore and prospects are quite encouraging and write for enterprising placement agencies.

The firms/agencies empaneled through this RFE may be approached by the Empaneled Training partners to facilitate placement of the candidates successfully assessed after training.

The roles and responsibilities of Placement agencies shall include the following but not limited to:

- To provide placement services to candidates within or outside UP
- To provide any soft skills/behavioral related trainings to candidates to make them more employable
- To provide career counselling services
- To provide services for building good resume
- Liaoning with prospective employers for the placement of skilled manpower
- Coordinating with Respective Training Providers (as applicable) for the placement of the candidates trained by them as per demand of employers

- Organizing Placement Melas, campus interviews and other modes of placement drives at various locations at Pan-India level, ensuring participation of employers and candidates
- To validate and track placed candidates for minimum period as per common cost norms

Definition of Placement: Definition of placement shall be as defined in gazette notification regarding common cost norm of MSDE and any amendments thereafter. The list of all empanelled training providers of the UPSDM would be provided to the empanelled placement agencies and vice versa. The empanelled training providers may contact the placement agencies for any or all of the services indicated above on the terms and conditions which both the agencies decide and agree upon mutually. The concerned training provider and the placement agency may sign an instrument of negotiations/contract between them for providing and availing the services. However, the UPSDM will not be a party to any agreement or contract signed between the Placement Agency and the training partner. It will not be engaged in any manner in the process of facilitating of the placement of candidates trained by any training provider and deciding term of business for the same mutually by them. Further the UPSDM will not be involved in any financial agreement or pay off against the services provided by the Placement Partner to the training providers and it will not be permitted to be sued or made a party to any dispute if it happens between the placement agency and the training provider at any stage during the currency of empanelment with the UPSDM or even thereafter.

5. Eligibility Criteria:

S.No	Eligibility Parameters	Supported documents to be attached with proposal
1	The agency must be a Company,	Certificate of incorporation or any
	Partnership firm or Proprietorship; must be	other registration certificate. GST
	a Registered legal entity in India; in	Certificate, PAN Card or Agency
	existence from at least last 3 years and	

	Registered with the Service Tax Authorities;	
2	The agency must have an average annual turnover of at least INR 50 lakhs in for last three financial years. (2016-17 and 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20) from candidate placement service and/or manpower providing services. Provisional CA certificate in case of 2019-20 may also be acceptable	Chartered Accountants (CA) certificate providing the Average annual turnover of at least INR 50 lakhs in for last three financial years. (2016-17 and 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20) from candidate placement service and/or manpower providing services.
3	Minimum 5,000 candidates placed in last 3 years	Declaration Letter with stamp and signed by authorised signatory of the Agency. The employer partnerships should be supported by contracts/MoUs/ and satisfactory declaration letters from the employer partnerships stating the cumulative number of candidates facilitated and 20 successfully placed by the Agency. The name, contact number and designation of authorised signatory should be clearly visible.
4	The Firm must not have been blacklisted by Government of India, any State Government in India.	Undertaking submitted on letter head of the agency.
5	The agency must have conducted minimum four Job Melas/Placement drives in past 2 years in Uttar Pradesh and must have placed minimum 100 candidates in that Job melas/placement drive	Undertaking submitted on letter head, supported by photographs (preferably Time Stamped), Newspaper clippings (Preferably Date/Time Stamped), etc.

6. Evaluation of Proposals

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

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

7. Empanelment Process

7.1. The successfully evaluated proposals would be approved by the UPSDM and the concerned firms would be empanelled by the latter through a MoU or an agreement.

7.2. Validity of Empanelment

Empanelment shall be valid for a period of three years but extendable upto another 2 years

- The empaneled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UPSDM's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- The UPSDM will de-empanel the organization if the latter is found to be engaged in corrupt, fraudulent, coercive or collusive unfair trade practices. These terms are defined as follows:
 - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UPSDM or any personnel in contract executions.
 - "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UPSDM, and includes collusive practice among applicants designed to establish proposal prices at artificially high or noncompetitive levels and to deprive UPSDM of the benefits of free and open competition.
 - "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.

- "Coercive practices" means harming or threatening to harm, directly or indirectly, persons
 or their property to influence their participation in the execution of contract.
- "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UPSDM, designed to establish prices at artificial, noncompetitive levels; UPSDM will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.
- Applicable Law would mean the laws and any other instruments having the force of law in
 India as they may be issued and in force from time to time.
- The applicants will indemnify UPSDM against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. UPSDM will take necessary legal actions for such cases.
- UPSDM will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
- Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
- UPSDM reserves the right to suspend or withdraw or terminate empanelment of the organization in case of any of following circumstances:
 - Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - Information provided to UPSDM is found to be incorrect;
 - Empanelment conditions are not met within the specified time period;
 - Misleading claims about the empanelment status are made;
- All decisions taken by the UPSDM regarding empanelment shall be final and binding on all concerned parties.
- The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
- The Agency would be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- The Agency will treat as confidential all data and information about the UPSDM and assigned projects, obtained in the execution of his responsibilities, in strict confidence and

will not reveal such information to any other party without the prior written approval of the UPSDM.

8. Conflict of Interest

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

9. Termination of Empanelment

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

a) Termination for Default

UPSDM may, without prejudice to any other remedy under this empanelment and applicable law, reserves the right to terminate for breach of empanelment by providing a written notice of one month stating the reason for default. The termination or de-empanelment may be caused by any of the following reasons:-

- i. during or at any stage of empanelment if the UPSDM receives complaints and found factual in regard to malpractices adopted by the placement agencies in any manner whatsoever.
- iv. If there is a breach of representations & obligations

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

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

b) Termination for Convenience

UPSDM may in its own discretion, by provision of a written notice sent to the agency, terminate the empanelment, either in whole or in part at any time for its convenience. The notice of termination

shall specify that termination is for UPSDM convenience, the extent to which performance of work under the empanelment is terminated, and the date upon which such termination becomes effective. Subsequently, the pending dues and the payments up to the date of termination will be settled accordingly after deduction of applicable taxes and liquidated damages if any.

c) Consequences of Termination

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

Uttar Pradesh Skill Development Mission

DEPARTMENT OF VOCATIONAL EDUCATION AND SKILL DEVELOPMENT Application Form for Placement Partner

Date:

Section 1: Applicant Details

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

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

Sl. No.	Financial Year	Annual Turnover	Annual Net worth
1	2019-20		
II	2018-19		
III	2017-18		

Section 3: Placement Experience of Applicant in Skill Development

S.No.	Employer Name	District	No of candidates placed	No of candidates placed in Uttar Pradesh	Placement Sector	Candidates placed during Quarter(e.g. Q1 2019, Q2 2018 etc.)

Section 4: Job Melas/Placement drives conducted

Job Melas conducted during Quarter	District	No of candidates placed

Section 5: List of prospective employers

S.No.	Name of Employer	Placement Sector	Commitment for no. of candidates to be placed

Declaration

I certify that I am the authorized person to file the application on behalf of the applicant and also certify that the information furnished above is complete in all respect to the best of my knowledge. In case any information in the application is found to be false or incorrect, then the application may deemed to be cancelled without any opportunity of being heard by the Central

/ State Government (as the case may be), and the applicant and myself shall be liable for any panel action for misrepresentation of facts to the Government which tantamount to be fraud.

Name an	d Designat	ion of the	Signatory
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Place:

Date:

Please Note:

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