

REQUEST FOR PROPOSAL
FOR
EMPANELMENT OF TRAINING PARTNER
FOR
PROVIDING VOCATIONAL TRAINING TO THE DIFFERENTLY ABLED YOUTH
UNDER VARIOUS SKILL TRAINING PROGRAMMES IMPLEMENTED BY THE
UP SKILL DEVELOPMENT MISSION

RFP No: 21 /UPSDM/ 2020

Dated: 08-05-2020

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

Email Id: mdssdm-up@nic.in

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**. The training targets are achieved through **the various categories of training providers including Government institutions and private training providers etc.** In all the schemes 4% targets are earmarked for the youth being the Persons with Disability (PwD) (Divyangjan) to train them in employable skills and bring them in the mainstream of development. This instant RFP invites proposals from the interested and eligible training providers that have appropriate infrastructure, experience and proven track record to train Persons with Disability (Divyangjan) in various skills and also ensuring their placement in industries. The chosen training providers would be empanelled initially for 3 years subject to their satisfactory performance reviewed on annual basis. Unsatisfactory performance may cause immediate de-empanelment and the termination of agreement.

The cost of the RFP is Rs. 2,000/- (Rupee Two thousand only) to be submitted online in Mission's account which would be not refundable. The interested bidder has to submit UTR/ Receipt along with the proposal. The proposals without the same 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 (RFP: 21/UPSDM/2020) document may be downloaded from our website: <http://www.upsdm.gov.in>

Proposals may be sent to 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 RFP	8th May 2020.
2	Pre Bid meeting	In the wake of countrywide lockdown due to epidemic of covid-19, all the interested bidders are offered an opportunity to submit their queries to the office of the undersigned on the e-mail rfp21.upsdm@gmail.com by 12.00 noon till 22nd May 2020. All the queries received by the above date and time will be duly considered and resolved and be presumed as proceedings of the pre-bid meeting. The replies/decision will be uploaded on the portal and the RFP would be deemed modified to the said extent.
3	Last Date of Proposal Submission	5th June 2020 till 5:00 pm
4	Commencement of Work	Within 15 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 for training Differently Abled Youth
C	Address where Proposals have to be Submitted	Mission Director Govt. ITI Campus Aliganj, Lucknow – 226024
D	Earnest Money Deposit	Rs.20,000/- (Rupee Twenty Thousand Only)
E	RFP Cost	Rs. 2,000/- (Rupee Two Thousand Only)
F	Districts open	All U.P.
G.	Sectors	All Sectors and Courses recommended for youth being the Persons with Disability (PwD) (Divyangjan) by Skill Council for Persons with Disability and approved by the MSDE/NSDC.
H	Targets	Target will be allotted Separately.

Important Notes:

1. UPSDM reserves the right to amend any or all conditions of this RFP Document before the last date of submission of proposals, or to change the above schedule at any time, without assigning any reasons.
2. Contact person for communication:
Mission Director
U.P. Skill Development Mission
Email: mdssdm-up@nic.in
3. In case any applicant fails to submit the original Demand Draft / Banker's Cheque of Earnest Money along with the bid, the Technical Proposal of the applicant shall not be opened. The Demand Draft / Banker's Cheque should be of a 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 Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority/Client or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority/Client to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this

RFP. This RFP 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. This RFP may not be appropriate for all persons, and it is not possible for the Authority/Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. 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 accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or 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 RFP. 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 RFP.

The issue of this RFP does not imply that the Authority/Client is bound to empanel one or more Applicant(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.

List of Abbreviations		
Terms	Description	
BADP	Border Area Development Programme	
BOCW	Building and Other Construction Workers	
PMKVY	Pradhan Mantri Kaushal Vikas Yojana	
EMD	Earnest Money Deposit	
FY	Financial Year	
ITI	Industrial Training Institute	
MIS	Management Information System	
NCVT	National Council for Vocational Training	
NOS	National Occupational Standards	
NRLM	National Rural Livelihood Mission	
NSDC	National Skill Development Corporation	
	National Vocational Education Qualification	
NVEQF	Framework	
P&L	Profit and Loss	
PTP	Private Training Partners	
QP	Qualifications Pack	
RFP	Request for Proposal	
SCA	Special Central Assistance	
SCSP	Scheduled Castes Sub-Plan	
SCVT	State Council for Vocational Training	
SSC	Sector Skills Council	
SCPwD	Skill Council for Persons with Disability	
NSQF	National Standard Qualification Framework	
SSDF	State Skill Development Fund	
TSP	Tribal Sub-Plan	
UPSDM	Uttar Pradesh Skill Development Mission. The legal entity is Uttar Pradesh Skill Development Society, a society registered under Department of Vocational Education & Skill Development, Government of Uttar Pradesh.	
UPSDS	Uttar Pradesh Skill Development Society	

Section A – Preface

1. Introduction to Uttar Pradesh Skill Development Programme

- 1.1. Uttar Pradesh Skill Development Mission (UPSDM) has been established in 2013 to carry forward the skill development initiatives in the state in a coordinated manner. UPSDM is gearing up to engage specialized and well attuned private training providers for imparting short-term modular skill development training to the youth being the Persons with Disability (PwD) (Divyangjan) candidates under Uttar Pradesh Skill Development Program.
- 1.2. The Training under this RFP will be financed through following Government of India 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-CSSM) (State Component)

In addition, State Skill Development Fund (SSDF) has been constituted to support the skill development interventions.

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 Specialized Training Providers for training of youth being the Persons with Disability (PwD) (Divyangjan) through this RFP who would act as the End Implementing Agencies for the programme by training and facilitating placement of the candidates.
- 2.3. The Private Training Partners would be responsible for candidate mobilization, training, placement and post placement tracking under the overall supervision of UPSDM on the basis of the formulated process guidelines.
- 2.4. UPSDM shall continually monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Programme Monitoring and Evaluation shall be completed through an online Management Information System (MIS) that has been designed, developed and deployed by the UPSDM.

Section B – General

3. General Provisions

- 3.1. The Training Partners (TPs) shall not receive any income in connection with the engagement except as provided for in the Agreement. The empanelled TPs shall not engage in training activities that conflict with the interest of the UPSDM/ Government of Uttar Pradesh (GoUP) under the Agreement.
- 3.2. The TPs shall not charge the candidates for the training being conducted under the UP Skill Development Programme under any pretext.
- 3.3. Neither the TPs nor any of their affiliates shall be engaged for any assignment that, by its nature, may be in conflict with another assignment.
- 3.4. Relationship with Client's staff: TPs (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 RFP 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 TP's training.

- 3.5. The TPs 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 the TP.

4. Unfair Competitive Advantage

- 4.1. The Applicants or their Affiliates competing for empanelment should not derive a competitive advantage from having provided related services to the Client.

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 RFP, 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 RFP, 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 RFP 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 therefrom, 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 Selection 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 TPs: While the primary objective is to facilitate TPs in achievement of targets, but the TPs 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 TPs 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 RFP in detail. Deficiencies in providing the information requested in the RFP 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 conduct or 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 Proposal exchanged between the Applicant and UPSDM, shall be in English only.

7. Proposal Validity

- 7.1. The Applicant's Proposal must remain valid for at least 60 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. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Applicants to extend the period of validity of their Proposals. The EMD shall also be extended for a corresponding 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.
- 8.2. Private Training Partners cannot operate the training centers via a franchisee arrangement.

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. 20,000/- (Rupees Twenty Thousand 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.
- 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 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 authorised signatory except where the attestation by Gazetted 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, erasures, 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 TRAINING PARTNER FOR TRAINING DIFFERENTLY ABLED CANDIDATES.”**
- 10.7. A soft copy of the unsigned editable 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 or its modifications must be sent to the address indicated in the Notice Inviting Proposal and received by UPSDM no later than the deadline indicated in the Notice Inviting Proposal, or any extension to this deadline. Any

Proposal or its modification received by UPSDM after the deadline shall be declared late and rejected, and promptly returned unopened.

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 shortlisted 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 is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. 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. The applicant organization should have fair amount of experience and exposure besides infrastructure and resources for training the youth being the Persons with Disability (PwD) (Divyangjan) and placing them in suitable jobs.

Parameters/Criterion	Document to be submitted
Affiliated with Skill Council for Persons with Disability (SCPwD)	Valid Affiliation Certificate
Or	
Any institute affiliated with the Central Government or State Government working for training and empowerment of Divyangjan in Last 3 years since FY 2017-18, 2018-19 and 2019-20.	Project Work Order/Project Completion Report/Registration Certificate to substantiate the averment.

A company/society/trust registered on or before 31.03.2017.

Kindly note that other things being equal, preference may be given to TCs with residential facility

13.2. Financial capability

- a) Should have average annual turnover/receipts of INR 10 Lac from conducting training programs for disabled persons in every year during the last three financial years. The applicant must submit Audited P&L account/ Income Statements for the last three financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20.
- b) Should have a positive net worth in all the above financial years.

13.3. Technical Capability – Should have trained a minimum of 500 candidates on a consolidated basis.

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

- Courses or modules or job roles notified by NCVT/SCVT/Skill Council for Persons with Disability (SCPwD)/ DEPwD (MSJE);
- Training Programmes sponsored by any State or Central Government Department/Ministry or CSR Programme of a PSU or under NSDC, preferably for the Persons with Disability (PwD) (Divyangjan)

13.4. Placement Capability – Should have placed 200 candidates in employment on a consolidated basis. (List to be enclosed)

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

Section E – Empanelment of the TPs

14. Signing of Agreement

- 14.1. After issuance of Letter of Invitation (LOI) by UPSDM, the successful Applicants are required to submit Performance Guarantee (PG) and to sign the Agreement with UPSDM within 7 working days. UPSDM shall then issue the letter of empanelment and place the names of the empanelled Training Partners on the UPSDM website.

The empanelled TPs 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 accessible training centers appropriately equipped with assistive aids & tools for PwD candidates 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.

15. Performance Guarantee, Penalty and Liquidity Damages

- 15.1. Within 7 working days from the date of Letter of Invitation (LOI) from UPSDM, the TPs shall furnish the Performance Guarantee (PG) equivalent to Rs. 20,000/- 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 due performance of the Assignment with a validity period beyond 6 months of the expiry of the Contract
- 15.2. The performance guarantee would be liable for forfeiture if the TP does not commence training at all the locations (Sanctioned by the client i.e. UPSDM) within 30 days from allocation of targets.
- 15.3. The performance guarantee would be subject to forfeiture if the concerned TP fails to deliver the results i.e. training the candidates as per norms and standards and found to be acting in contravention to the provisions of the document.
- 15.4. No interest will be paid by UPSDM on the amount of EMD or PG.
- 15.5. 15 days' notice will be given to the TP before PG is forfeited.
- 15.6. 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 TP 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:

16. Mobilization, Pre-Counseling and Registration of eligible candidates

- 16.1. Awareness creation in the districts in which it is empanelled.
- 16.2. Candidate Pre-Counseling: Counseling job seekers registered on the UPSDM portal for their training needs, career options and career planning
- 16.3. Listing out the type and categories of jobs and mapping them with available modules
- 16.4. Counseling the candidates and their parents on the available job opportunities / training locations and set their expectations on jobs, relocation requirements and compensation.
- 16.5. The above data shall be provided to UPSDM for display on its website.

- 16.6. TPs shall collect copies of the prescribed documents at the time of enrolment and match them with the originals.
17. Course and Curriculum Design for the modules in which it will impart training as per the NCVT (NSQF Compliant) / Sectors/Courses specially the ones recommended by the Skill Council for the persons with disability.
18. **Training**
- 18.1. Assignment of trainers to the batches - The TP shall provide training to candidates with not less than 40% disability as per Rights for Persons with Disability Act, 2016 and having a disability certificate to this effect issued by any competent Government Authority. The disability would be determined with following grounds:

Blindness	Chronic Neurological conditions
Low-vision	Specific Learning Disabilities
Leprosy Cured persons	Multiple Sclerosis
Hearing Impairment (deaf and hard of hearing)	Speech and Language disability
Locomotor Disability	Thalassemia
Dwarfism	Hemophilia
Intellectual Disability	Sickle cell disease
Mental Illness	Multiple Disabilities including deaf blindness
Autism Spectrum Disorder	Acid Attack victim
Cerebral Palsy	Parkinson's disease
Muscular Dystrophy	

- 18.2. The TPs would need to install latest Aadhar and GPRS enabled biometric attendance devices to capture the biometric attendance of trainers and trainees.
- 18.3. Ensuring adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/Qualification Packs or MES modules (NSQF Compliant).
- 18.4. The guidelines with respect to OJT **are available with UPSDM & the same may be procured by the TPs if they so require.**
- 18.5. The guidelines with respect to residential training **are available with UPSDM and the same may be procured by the TPs if they so require.**
- 18.6. 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 considering the requirement of the candidates with disability and the corresponding course module.
- Power Backup
- Pure Drinking Water System.
- LCD / Over Head Projector
- Domain Labs, IT Labs, requisite classrooms
- Internet facility
- Ramps and customized classrooms, appropriate teaching aids etc.

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

- 19. 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.
- 20. Post-placement counseling and tracking of candidates for a period of 12 months after placement.**

Section F – Key Terms of Empanelment

- 21. Scheme Specific Guidelines:** The TPs 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.**
- 22. Sectors, Modules and Fees Structure**

22.1. All eligible organizations are expected to select a list of sectors that they specialize in and wish to **provide** training in. There shall be no upper limit **of** the number of sectors to which an applicant **could** apply **for**.

EVALUATION CRITERIA	MAX. MARKS
a) TRAINING TRACK RECORD	
<i>Number of trainees trained</i>	40
<i>>= 500 trainees – 40 marks</i>	
<i>200 - 499 trainees – 30 marks</i>	
<i>100 – 199 trainees – 20 marks</i>	

50 – 99 trainees – 10 marks	
b) EMPLOYMENT	
Placement track record in the specific sector	
>= 200 placements. Appointment letters from employers – 30 marks	30
100 – 199 placements. Employment letters from employers – 20 marks	
C) PLACEMENT TIE-UPS IN THE SECTOR	
Number of commitments for placement from the tie-ups in the sector applied for (MoU / Letter of Commitment letter)	
>= 200 – 20 Marks	20
>= 100 – 10 Marks	
>= 50 – 5 Marks	
D) FACULTY AND TRAINERS	
Number of qualified faculty in the sector (CVs need to be attached)	
>= 6 CVs of faculty enclosed – 10 marks	10
>= 4 CVs of faculty enclosed – 7 marks	
>= 2 CVs of faculty enclosed – 5 marks	

22.2. The list of sectors/courses identified and recommended by the Sector Skill Council for the persons with disabilities is enclosed **at** Annexure A. *The TPs can undertake training in any module(s) within the sector allotted.*

The fee is inclusive of the GST that shall be applicable as per the Statutory Provisions as specified from Government of India from time to time.

It is however clarified that the annexed list is only a suggestive one and be not considered as a limiting list of courses. The training provider may also suggest the sectors/courses from the list of courses at Anx-B which is a list containing the total number of sectors and courses under the UPSDM currently has sanctioned for, if is found to be useful for the differently abled candidates and which be training provider has adequate infrastructure for training in resources at its disposal and where the potential for jobs is more profound and visible.

23. Selection of Districts

- 23.1 A TP may submit its proposal for any number of districts but should have to indicate order or preference of the districts. However, the UPSDM would have a prerogative to allot the districts to the empanelled TPs based on the needs and availability of candidates.
- 23.2. The PTP shall open all the targeted centers in phases over a period of three months 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.

24. Selection of Tehsils

- 24.1. A TP may relocate a center after seeking due permission from UPSDM if the training enrolments over a period of six months is found to be meagre and economically unviable.
- 24.2. A TP may take up a different sector in lieu of an already allotted sector if there is insufficient availability of candidates for the sector subject to fulfillment of other terms and conditions of the RFP and post approval from Competent Authority.

25. Infrastructure and faculty requirements

- 25.1. The TP would be obligated to possess requisite infrastructure with necessary tools, assistive aids etc. and the same should be facilitative and encouraging to the trainees with disability who undergo training at the centers.
- 25.2. Batch size may be determined as per situational requirement but no batch should contain more than 27 candidates and the batches would be exclusively for persons with disability.
- 25.3. The trainers should be duly qualified, trained and certified for providing training to the candidates with specific disability with adequate experience and due certification from the respective Domain SSC as well as SCPwD (Disability Orientation and Sensitization)
- 25.4. Trainer should preferably have undergone ToT specially in the courses designed for persons with disabilities.

26. Assessment & Certification

- 26.1. Each **PwD** candidate has to be assessed and certified as per the mechanism laid down by the UPSDM. The certification would be done by the designated Assessors of Assessment Agencies empanelled with the Skill Council for Persons with Disability (SCPwD)
- 26.2. Each batch of the TPs would be allotted assessors **normally** within a month of the start of training by UPSDM or as laid under the Process Guidelines.

27. Placement criteria:

- 27.1 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.**
- 27.2 *It must be ensured that the sector of placement is in sync with the area of training.*
- 27.3 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 with a **pair of** uniform. The fixed cost for uniform will be provided to the TPs 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 three installments:
- a. 1st Installment: at the commencement of the training – Up to 30% of the training cost against the Performance Guarantee. If the 30% advance required exceeds the amount of Performance Guarantee, then the TP shall submit additional Bank Guarantee for the excess amount over and above the Performance Guarantee already submitted. (format to be **provided** at the time of signing of the Agreement)

- b. 2nd Installment: Post certification/assessment – 80% of the training cost would be released only for the candidates who have successfully cleared the assessment (advance if taken as specified in 29.1.a shall be adjusted).

The training provider can enroll the candidates failing the assessment for repeat training in that module or for training in some other module. However, the assessment cost of such a candidate shall be borne by the TP.

- c. 3rd Installment: Post 12-months of tracking - 20% of the training cost is linked to the achievement of the placement and tracking target. The target would be placement of 70% of the batch size (satisfying the placement criteria as mentioned in Clause 27 of this RFP document) for a period of at least 3 months and tracking of 80% of the candidates of a batch successfully passing third party assessment for a period of 12 months.

Salary slips for all three months (at least) need to be submitted. For commissions/payment against piece-meal work, monthly income statements for all three months along with a copy of the contractual arrangement of minimum 12-month period need to be furnished.

Tracking data of each candidate (\geq 80% of the batch size) needs to be uploaded on the portal every month such that each candidate is tracked at least once in one month.

30. Repeat Enrolment

- 30.1. A candidate who had previously enrolled for training can be enrolled again only once regardless of whether he completed/passed the previous training. The assessment fees for such a candidate would have to be borne by the PTP if he has already been assessed once.
- 30.2. Such training could be within the same sector or in a different sector.

31. Deliverables and Timelines

- 31.1. Training and Assessment: Number of trainees who successfully complete the training and pass the third party assessment. *The milestones with respect to this deliverable shall be achieved as soon as the scheduled of training is completed an assessment done.*
- 31.2. Employment Generation: Number of candidates who get placed. The milestone with respect to this deliverable shall be achieved within *3-months* from the end of the Target Year.

32. Targets

- 32.1. The allotment of target to a TP could be based on the allotted targets to a particular district/*availability of number of target trainees. However additional targets may be allocated based on the performance of the TP and assessment of needs.*
- 32.2. The targets for trainings would be communicated separately to the training providers.
- 32.3. The TP must ensure a minimum of 80% attendance for trainees.
UPSDM shall not bear the cost of third party assessment of candidates whose attendance percentage is below 80%. Attendance of the trainers must be 85%.
- 32.4. TP has to ensure placement of **minimum 70%** of the trained candidates as per common cost norms.
- 32.5. 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 TP.
33. **Batch Size:** The minimum and maximum number of trainees in a batch should be 15 and 27 respectively. However, it may subject to consideration based on the facts of the ground and the availability of trainees.
34. **Period of the Agreement:** The Agreement shall remain valid for *3 years* from the date of its effectiveness. However the above period of agreement would be subject to satisfactory performance of the training provider which would be reviewed annually. If the performance of the TPs not found satisfactory the agreement would be considered for cessation.
- 35. Performance Review**

- 35.1. The first Performance Review shall be scheduled **after twelve** months from the date of signing of the Agreement (or as deemed fit by UPSDM). This review shall be done so as to ascertain the performance of the PTP and also to allocate targets for the next Financial Year (In case, the PTP does not face de-empanelment due to non- performance). **Non satisfactory performance may cause pre mature termination of the agreement.**
- 35.2. Performance of TPs shall be reviewed on the basis of achievement of training and placement targets against the Prospective Work Schedule (PWS) furnished by the TP at the time of signing of Agreement with UPSDM. The parameters on which the review would be done are as follows:
- **Achievement of Training Targets:** For the calculation of achievement of training targets, No. of Candidates Trained (who successfully pass the third party assessment) and also the No. of Candidates in batches which are due for assessment (i.e., their batch end date has lapsed and the candidates qualify the minimum attendance criteria, i.e., 80%) shall be considered. The achievement percentage shall be calculated based on the targets fixed in the PWS.

- Achievement of Placement Targets: No. of candidates placed based on the number of candidates who successfully pass their third party assessments shall be considered.
- **Equal** weights **would be** assigned to achievement of Training and Placement targets.
- The sum of the scores shall be the Composite score signifying the performance of a TP **for annual assessment.**
- **Illustration:**

Performance Matrix (Illustration)			
Particulars	Details	Particulars	Details
Training Target as per PWS (on completion of 9th Month)	2000	Total Placed	200
Total Trained (Passed assessment)	800	Total Trained (Passed assessment)	800
Total Trained (Due for assessment whose batch end dates have lapsed and the candidates qualify the minimum attendance criteria)	200		
Achievement (%) {(800+200)/2000}	50	Achievement (%) {200/800}	25
Weightage (%)	60	Weightage (%)	40
Score; Calculated as Achievement * Weightage/100 = {(50*60)/100}	30	Score; Calculated as Achievement * Weightage/100 = {(25*40)/100}	10

Total Score would be **30 + 10 = 40**

The above figures are assumptive and merely for illustration.

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

35.3. Clause for De-empanelment:

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

Score	Category
81 to 100	“Satisfactory Performance”
51 to 80	“Needs Improvement”

<=50

“Unsatisfactory Performance”

- A TP which scores <=50 shall be treated as non-performing and will face immediate de-empanelment and in the above circumstance the agreement with the concerned TP would cease to exist.
- A TP that scores between 51-80 would be placed under the category of needing improvement. “Needs improvement”. Such TP would require to improve its performance within the next 3 months to reach the threshold limit of satisfactory performance. If the concerned TP fails to achieve the minimum bench mark of satisfactory performance, the same would be liable for de-empanelment. The UPSDM may even decide to terminate the agreement.
- In the event of a de-empanelment as stated above, the entire PG amount shall be forfeited. Any advance that has been extended to the TP on the basis of the PG/BG shall also be recovered.

Section G – General Terms & Conditions

36. Interpretation

- 36.1. If the context so requires it, singular means plural and vice versa
- 36.2. 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.
- 36.3. 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.
- 36.4. 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.
- 36.5. 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.
- 36.6. 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.

37. 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.

38. Force Majeure

38.1. 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.

38.2. 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.

38.3. 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.
- 38.4. 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.
- 38.5. Payments: No payment shall be made during the period of TP'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.
- 38.6. Consultation: Not later than thirty (30) days after the TP 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.

39. Change Orders and Agreement Amendments

- 39.1. UPSDM may at any time, order the TPs through Notice, to make changes within the general scope of the Agreement in case of services to be provided by the TP and the same would be considered as to be integral part of the agreement.
- 39.2. If any such change causes an increase or decrease in the cost of, or the time required for, the TPs' performance of any provisions under the Agreement, an equitable adjustment shall be made in the Agreement Price or in the Delivery and Completion Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the TPs for adjustment under this clause must be asserted within thirty (30) days from the date of the TPs' receipt of the UPSDM's order.

40. Roles and Responsibilities of the UPSDM

- 40.1. Disbursal of payment normally within a period of 30 days after submission of invoice. However the TP would not be eligible to claim any interest on the pending invoices if the payments is delayed due to unavoidable reasons.
- 40.2. The Roles and Responsibilities of the UPSDM shall be discharged in their earnest spirits and they would not absolve the TP from discharging its activities outlined under the Scope of Work section of the RFP document to achieve the targets as allocated to them.

41. Termination of the Agreement

- 41.1. **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 TP, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the TP to rectify the breach).
- a) The agreement may be terminated *immediately* if it is discovered at any stage that the TP 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 TP, 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 TP commits breach of any condition of the Agreement.
 - d) If UPSDM terminates the Agreement in whole or in part, Performance Guarantee shall be forfeited.
- 41.2. **Termination for Insolvency:** UPSDM may at any time terminate the Agreement by giving a written notice of at least 30 days to the TP, if the TP becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the TP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to UPSDM.
- 41.3. **Termination for Convenience -** UPSDM, by a written notice of at least 30 days sent to the TP, 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.
- 41.4. **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.
- 41.5. **Termination by the Client -** The Client may, by not less than thirty (30) days' written notice of termination to the TP, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:
- a) the TP 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 TP 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 TP fails to comply with any final decision reached as a result of arbitration proceedings.
- d) if the TP fails to comply to the decisions of UPSDM.
- e) the TP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the TP knows to be false;
- f) any document, information, data or statement submitted by the TP in its Proposals, based on which the TP was considered eligible or successful, is found to be false, incorrect or misleading; or
- g) as the result of Force Majeure, the TP 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 TP by a reasoned order and the agreement will stand terminated from the date the UPSDM so decides.

41.6. **Termination by the TP** - The TP 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 TP may have subsequently agreed to in writing) following the receipt by the Client of the TP's notice specifying such breach; the TP 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;
- b) as the result of Force Majeure, the TP 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.

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

42. **Suspension:** The Client may, by written notice of suspension to the TP, without any obligation (financial or otherwise) suspend all the payments to the TP hereunder if the TP 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

- c) shall provide an opportunity to the TP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the TP of such notice of suspension. The above action will be taken by Client after appropriate approvals.

43. Cessation of Rights, Obligations and Services

- 43.1. 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 RFP,
 - c) the TP's obligation to permit inspection, copying and auditing of its accounts and records by UPSDM.
- 43.2. Upon termination of this Agreement by notice of either Party to the other the TP 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.

44. Disputes Resolution

- 44.1. 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.
- 44.2. 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 a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Client and other appointed by the TP and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in 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).**

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 empaneled as 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 RFP cost i.e. Rs. 2,000/- 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 RFP.
- e. We meet the eligibility requirements as stated in RFP.
- f. In competing for (and, if we are empaneled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- 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 THISDAY 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

Name and Details of the Applicant and Authorized Representative:	
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 3A to be filled and enclosed)	
Sectors Applied for (TECH 3B and 3C to be filled and enclosed)	

TECH 3: Centre Rollout Plan

Please specify which all Tehsils you would like to open the center in along with planned center opening date

Table 3A.1

S.No.	District Applied For	Proposed Target (District wise)	Centre Planned in Tehsil	Sectors (comma separated)
	Total			

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 {For <i>2017-18, 2018- 19 and 2019-2020</i>		a. Audited Financial Statements; and b. CA certificate and Self certificate in TECH 4A	
Net Worth during the above years		a. Audited Financial Statements; & b. CA certificate and Self certificate in TECH 4A	
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	

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

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 RFP this is to certify the below:

S.No.	Financial Year	Turnover / Receipts (Rs. In Lakhs)	
		Total	From conducting Training Programs
1	2017-18		
2	2018-19		
3	2019-20		
<i>Average of 2017-18, 2018-19 and 2019-20</i>			
<i>Average of 2017-18, 2018-19 and 2019-2020</i>			

Net worth as on 31.03.2020 (in Rs. Lakhs):

(Authorized 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	2017-18		
2	2018-19		
3	2019-20		
<i>Average of 2017-18, 2018-19 and 2019-20</i>			
<i>Average of 2017-18 2018-19 and 2019-20</i>			

Net worth as on 31.03.2020 (in Rs. Lakhs):

(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 RFP, this is to certify that we have trained _____ *disabled candidates* over the last three years as specified in the RFP document.

The skill development training provided to the *disabled 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 1st April and ends on 31st 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 RFP, this is to certify that we have placed _____ *disabled candidates* over a period of three years as specified in the RFP document.

We also certify that the *disabled 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.

(Authorized 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 1st April and ends on 31st 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 RFP, this is to certify that we have a track record of operating _____ number of centers in _____ districts (name of the districts, commaseparated) and _____ states (name of the states, comma separated) in one or more of the sectors that we have applied for against the aforementioned RFP.

(Authorised Signatory)
Stamped and Signed

TECH 5: Sector-Specific Expertise

Please fill for each of the sectors applied for (for the purpose of scoring. If left blank then 0 marks)

Name of the sector:

EVALUATION CRITERIA	VALUE
No. of trainees trained in a <u>NSQF aligned</u> sector specific modules <u>mapped for PwD</u>	
No. of <u>candidates with disability</u> placed in the sector <u>(disability wise/ gender wise)</u>	
No. of Employer References (MoA/LoA to be attached)	
No. of qualified faculty (please attach CVs)	

TECH 6: Placement Tie-ups

Please fill for each of the sectors applied for (for the purpose of scoring. If left blank then 0 marks)

S. No.	Sector(s)	Name of the Firm(s)	Commitment absorption (nos.)

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

1. Earnest Money Deposit in a Sealed Envelope
2. UTR against payment for the RFP
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 3A: Centre Rollout Plan (at least 50% of the centers need to be started within 1 months of signing of the Agreement.)
7. TECH 4: Eligibility Related Information (Page Numbers should be clearly marked for supporting documents)
8. Certificate of Incorporation
9. Audited Financial Statements
10. TECH 4A: Self-Certificate and CA Certificate
11. TECH 4B: Self-Certificate and Trainee Details (List to be provided in CD)
12. TECH 4C: Self-Certificate and Placement Details (List to be provided in CD)
13. TECH 4D: Self-Certificate and Training Centre Details
14. TECH 5 (mandatory for scoring)
15. TECH 6: Placement Tie-ups
16. MoA/LoA with Employers (for the number specified)
17. CVs of the faculty (for the number specified)
18. CD to be enclosed with the Entire Proposal in Word Document format (unsigned).
19. 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 *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 RFP 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

District wise tehsils with their names

District wise tehsils with their names

The following list provides information about district wise tehsils with their names. The sectors which the training provider is interested in to provide training may be mentioned under the column sector preferred.

List of Districts, Tehsils and Sectors of Uttar Pradesh*

<u>Sr. No.</u>	<u>District</u>	<u>Tehsil</u>	<u>Preferred Sector</u>
1	AGRA	AGRA Sadar	
		ETMADPUR	
		KIRAOLI	
		KHERAGARH	
		BAH	
		FATEHABAD	
2	MATHURA	MATHURA	
		MANT	
		CHHATA	
		MAHAVAN	
		GOVARDHAN	
3	FIROZABAD	FIROZABAD	
		TUNDLA	
		SHIKOHABAD	
		JASRANA	
		SIRSAGANJ	
4	MAINPURI	MAINPURI	
		BHONGAON	
		KARHAL	
		KISHANI	
		KURAWALI	
		GHIROR	
5	ETAH	ALIGANJ	
		ETAH	
		JALESAR	
6	HATHRAS	HATHRAS	
		SIKANDARA RAO	
		SADABAD	
		SASNI	
7	ALIGARH	KOIL	
		ATRAULI	
		KHAIR	
		GABHANA	
		IGLAS	

8	KASGANJ	KASGANJ	
		SAHAWAR	
		PATIYALI	
9	ALLAHABAD	SORAON	
		PHULPUR	
		HANDIA	
		MEJA	
		KORAON	
		KARACHHANA	
		BARA	
		ALLAHABAD SADAR	
10	FATEHPUR	FATEHPUR	
		BINDKI	
		KHAGA	
11	PRATAPGARH	SADAR	
		PATTI	
		KUNDA	
		LALGANJ AJHARA	
		RANIGANJ	
12	KAUSHAMBHI	MANJHANPUR	
		CHAIL	
		SIRATHU	
13	AZAMGARH	AZAMGARH SADAR	
		SAGRI	
		LALGANJ	
		PHOOLPUR	
		NIZAMABAD	
		MEHNAGAR	
		BURHANPUR	
		MARTINGANJ	
14	MAU	GHOSI	
		MADHUBAN	
		MAUNATH BHANJAN	
		MUHAMMADABAD GOHNA	
15	BALLIA	BALLIA	
		RASARA	
		BANSDIH	
		BAIRIA	
		SIKANDERPUR	
		BELTHARA ROAD	
16	BAREILLY	NAWABGANJ	
		BAREILLY	
		BAHERI	
		FARIDPUR	
		AONLA	
		MEERGANJ	

17	BADAUN	BUDAUN	
		BISALI	
		SAHASWAN	
		DATAGANJ	
		BILSI	
18	SHAHJAHANPUR	SHAHJAHANPUR	
		POWAYAN	
		JALALABAD	
		KALAN	
		TILHAR	
19	PILIBHIT	PILIBHIT	
		PURANPUR	
		KALINAGAR	
		AMRIYA	
		BISALPUR	
20	BASTI	BASTI	
		HARRAIYA	
		BHANPUR	
		RUDHAULI	
21	SIDHARTH NAGAR	NAUGARH	
		BANSI	
		DOMARIYAGANJ	
		ITWA	
		SHOHRATGARH	
22	S.K.NAGAR	MENHDAWAL	
		KHALILABAD	
		DHANGHATA	
23	HAMIRPUR	HAMIRPUR	
		MAUDAHA	
		RATH	
		SARILA	
24	MAHOBA	MAHOBA	
		CHARKHARI	
		KULPAHAR	
25	BANDA	BANDA	
		NARAINI	
		BABERU	
		ATARRA	
		PAILANI	
26	CHITRAKOOT	KARWI	
		MAU	
		MANIKPUR	
		RAJAPUR	
27	AMETHI	AMETHI	
		GAURIGANJ	
		MUSAFIRKHANA	

		TILOI	
28	FAIZABAD	FAIZABAD	
		BIKAPUR	
		SOHAWAL	
		RUDAULI	
		MILKIPUR	
29	SULTANPUR	SULTANPUR	
		KADIPUR	
		LAMBHUA	
		BALDIYPUR	
		JAISINGHPUR	
30	BARABANKI	FATEHPUR	
		HAIDERGARH	
		RAM SANEHI GHAT	
		RAM NAGAR	
		SIRAULIGAUSPUR	
		NAWABGANJ	
31	AMBEDKAR NAGAR	AKBARPUR	
		TANDA	
		JALALPUR	
		ALAPUR	
		BHITI	
32	GONDA	GONDA	
		TARABGANJ	
		COLONELGANJ	
		MANKAPUR	
33	BAHRAICH	BAHRAICH	
		KAISERGANJ	
		NANPARA	
		MAHASI	
		MIHINPURWA	
		PYAGPUR	
34	BALRAMPUR	BALRAMPUR	
		TULSIPUR	
		UTRAULA	
35	SHRAWASTI	BHINGA	
		EKAUNA	
		JAMUNAHA	
36	GORAKHPUR	GORAKHPUR SADAR	
		BANSGAON	
		SAHAJANWA	
		KHAJANI	
		GOLA	
		CHAURI-CHAURA	
		CAIMPIYARGANJ	
37	MAHRAJGANJ	MAHARAJGANJ	

		NAUTANWA	
		NICHLAUL	
		PHARENDA	
38	DEORIA	DEORIA	
		SALEMPUR	
		RUDRAPUR	
		BHATPAR RANI	
		BARAHAJ	
39	KUSHINAGAR	PADRAUNA	
		KASIA	
		HATA	
		TAMKUHI RAJ	
		KHADDA	
		KAPTANGANJ	
40	JHANSI	JHANSI	
		MAURANIPUR	
		GARAUTHA	
		MOTH	
		TAHRAULI	
41	LALITPUR	LALITPUR	
		MEHRONI	
		TALBEHAT	
		PALI	
		MADAVRA	
42	JALAUN	MADHOGADH	
		JALAUN	
		KALPI	
		ORAI	
		KONCH	
43	KANPUR NAGAR	KANPUR SADAR	
		BILHAUR	
		GHATAMPUR	
		NARVAL	
44	KANPUR DEHAT	DERAPUR	
		BHOGNIPUR	
		RASULABAD	
		AKBARPUR	
		SIKANDARA	
		MAITHA	
45	ETAWAH	ETAWAH	
		BHARTHANA	
		SAIFAI	
		JASWANTNAGAR	
		CHAKARNAGAR	
		TAKHA	
46	FARRUKHABAD	KAYAMGANJ	

		FARRUKHABAD	
		AMRITPUR	
47	KANNAUJ	KANNAUJ	
		CHIBRAMAU	
		TIRWA	
		HASERAN	
48	AURAIYA	AURAIYA	
		BIDHUNA	
		AJITMAL	
49	LUCKNOW	LUCKNOW	
		MOGHANLALGANJ	
		MALIHABAD	
		BAKSHI KAA TALAB	
		SAROJNINAGAR	
50	UNNAO	UNNAO	
		PURWA	
		SAFIPUR	
		HASANGANJ	
		BIGHAPUR	
		BANGARMAU	
51	RAIBAREILI	RAIBAREILI	
		MAHARAJGANJ	
		DALMAU	
		LALGANJ	
		UNCHAHAR	
		SALON	
52	SITAPUR	SITAPUR	
		BISWAN	
		MISRIKH	
		SIDHAULI	
		MAHMOODABAD	
		LAHARPUR	
		MAHOLI	
53	HARDOI	HARDOI	
		SHAHABAD	
		SANDILA	
		BILGRAM	
		SAWAIJPUR	
54	LAKHIMPUR KHIRI	LAKHIMPUR	
		NIGHASAN	
		MOHAMMDI	
		DHAURAHRA	
		GOLA GOKRANNATH	
		PALIA	
		MITAULI	
55	HAPUR	GARHMUKTESHWAR	

		HAPUR	
		DHAULANA	
56	MEERUT	MEERUT	
		SARDHANA	
		MAWANA	
57	GHAZIABAD	GHAZIABAD	
		MODINAGAR	
		LONI	
58	BULANDSHAHR	BULANDSHAHR	
		ANUPSHAHR	
		SIKANDRABAD	
		KHURJA	
		SYANA	
		SHIKARPUR	
		DEBAI	
59	G.B.NAGAR	DADRI	
		GAUTAMBUDDHANAGAR	
		JEWAR	
60	BAGHPAT	BARAUT	
		BAGHPAT	
		KHEKRA	
61	MIRZAPUR	SADAR	
		CHUNAR	
		LALGANJ	
		MARIHAN	
62	SONEBHADRA	ROBERTSGANJ	
		DUDDHI	
		GHORAWAL	
63	S.R.NAGAR	AURAI	
		GYANPUR	
		BHADOHI	
64	SAMBHAL	GUNNOR	
		SAMBHAL	
		CHANDAUSI	
65	MORADABAD	MORADABAD	
		BILARI	
		THAKURDWARA	
		KANTH	
66	RAMPUR	SUAR	
		TANDA	
		BILASPUR	
		MILAK	
		SADAR	
		SHAHABAD	
67	BIJNOR	NAJIBABAD	
		NAGINA	

		DHAMPUR	
		BIJNOR	
		CHANDPUR	
68	AMROHA	AMROHA	
		HASANPUR	
		DHANAURA	
		NAUGAWAN SADAT	
69	SAHARANPUR	SAHARANPUR	
		NAKUR	
		DEOBAND	
		BEHAT	
		RAMPUR MANIHARAN	
70	MUZAFFARNAGAR	MUZAFFARNAGAR	
		JANSATH	
		BUDHANA	
		KHATAULI	
71	SHAMLI	KAIRANA	
		SHAMLI	
		UNN	
72	VARANASI	VARANASI	
		PINDRA	
		RAJA TALAB	
73	JAUNPUR	JAUNPUR SADAR	
		SHAHGANJ	
		MARIYAHU	
		KERAKAT	
		MACHHLISHAHR	
		BADLAPUR	
74	GHAZIPUR	GHAZIPUR	
		SAIDPUR	
		MOHAMMADABAD	
		JAKHANIAN	
		ZAMANIA	
		KASIMABAD	
		SEVRAI	
75	CHANDAULI	CHANDAULI	
		CHAKIA	
		SAKALDIHA	
		NAUGARH	
		MUGHALSARAI	

ANNEXURE – E
Training Centre Specifications

Guidelines for Approval of Training Centre

Centre approval Norms/Standards		
Standards have been classified into two parts:		
S.No.	Standard	Centre's compliance for Approval
Part-A : Mandatory Requirements		
(A.1) Common Standards		
1	Classroom area/Capacity of Classroom (For each Classroom): (Total carpet area of the Classroom)/Capacity of the Classroom in terms of number of trainees	
a	Minimum space requirement for each Classroom is 200 square feet. Minimum space requirement per trainee in each Classroom <i>shall be as per convenience of the disabled trainees but not less than 10 square feet.</i> 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	Laboratory area/Capacity of Laboratory (For each Laboratory): (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	Placement/Entrepreneurship Counselling Cell	
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	Type of Construction of the Building of the Training Centre	
	All walls of the Training Centre including Classrooms, Laboratories, Library, and Reception etc. should be well plastered, colored/distempered/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	(Training Centre which have pre-fabricated structures and containers are exempted from the above)	

	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
5	Separate Washroom facility for male and female trainees	
a	Availability of separate washroom facility for male and female trainees	Yes
b	Unavailability of separate washroom facility for male and female trainees	No
6	Safe/Clean Drinking Water	
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
7	Cleanliness and Hygiene	
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
8	Health and Safety Facilities: First-Aid Kit and Fire Fighting Equipment	
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"> 1. Emergency telephone numbers for emergency medical services 2. Sterile gauze pads (dressings) in small and large squares to place over wounds 3. Disinfectants like Dettol or Savlon 4. Roller bandages to hold dressings in place 5. Adhesive tape/Adhesive bandages in assorted sizes 6. Scissors and Tweezers 	

	<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"> 1. Water based Fire Extinguisher 2. Foam based Fire Extinguisher 3. Dry Powder based Fire Extinguisher 4. Carbon dioxide based Fire extinguisher 5. Wet Chemical based Fire Extinguisher 6. Fire fighting hose pipe <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>	
9	Aadhar-Enabled GPRS based Biometric Attendance System (AEGBAS)	
a	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	Yes
b	No- compliance to the above	No
10	Trainers Certified in Disability Orientation and Sensitization from SCPwD	
a	<p>At least one trainer of the Training Centre has to be certified in Disability Orientation and Sensitization from SCPwD.</p> <p>Note:</p> <p>In case the Training Provider doesn't have a trainer certified in Disability Orientation and Sensitization from SCPwD, 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>	Yes

b	Non-compliance to the above	No
(A.2)	Course Specific Standards	
1	Student/Trainer Ratio (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
2	Availability of Qualified Trainers (For each course) (Centre to have qualified trainers as per the prescribed minimum requirement of SSC/DGT)	
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
3	Trainers certified by SSC/DGT or equivalent along with certification on Disability Orientation and Sensitization by SCPwD (For each course)	
a	All trainers certified Note: 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
4	Availability of Equipment/Tools/Machinery in Laboratory For each course	
a	Laboratory is equipped with mandatory equipment's (as per SSC/NCVT specified mandatory list) for each course. <i>The equipment should be such which may safely and conveniently be handled by the differently abled persons. Preferably should have approval from the Sector Skill Council for persons with disabilities.</i>	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
	Part-B Standards	50
1	Centre Area	7
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
2	Type of Building of the Training Centre	7
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 Building where a dedicated floor space is assigned for Skill development training (Training Centre is part of Educational institute or any other building and not a standalone building)	4
3	Proximity of the Training Centre to Public Transport System i.e. Bus Stop/Stand, Metro Station, Railway Station etc.	4
a	<i>0-1 km distance</i>	4
b	<i>1.1-2 km distance</i>	2
c	<i>2.1-3 km distance</i>	1
d	<i>More than 3 km distance</i>	0
4	CCTV cameras (with CCTV recording facility)	4

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
5	<u>Disability</u> friendly Training Centre	2
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 centres which are NOT on Ground Floor)	1
c	No facility available at the Training centre for differently-abled people i.e. No Ramps, No Lifts or No Washroom	0
6	Projects in Classrooms	4
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
7	Internet Connectivity	4
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
8	Additional Infrastructural Facilities	4
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
9	IT/Computer Laboratory facility	4
a	Availability of IT/Computer Laboratory (a clearly demarcated area with at least 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 at least 15 computers/laptops) for life skills/soft skills training, without Air-conditioning	2
10	Power Backup facility	3
a	Availability of the Power backup facility in the form of	3

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

Note: Only centres having more than or equal to 3 star rating will be considered for approval. The sole right to change the centre specifications and rating system in future will remain with the UPSDM.

Specifications for the Equipment:

1. Power backup: Gensets /Invertor should have connection to all electrical items relating to monitoring of center 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).
Atleast 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 center in-charge till they are erased or transferred to head quarter. CCTV console should be visible to center 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 center and accessible to the candidates during all period of the training center.
8. *All necessary tools and equipments essentially required to train differently abled youth in particular trades as approved or recommended by the concerned Sector Skill Council or any other appropriate body associated with the training of persons with disabilities.*

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, center 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 *and be specially prepared/ designed to train disabled youth exclusively in a particular trade/course. The training material should have approval of the Skill Council for Ppersons with Ddisability or recommendation of any other appropriate body that is concerned with training of disabled persons.*



