

**STATE URBAN LIVELIHOOD MISSION (SULM), U.P.
(STATE URBAN DEVELOPMENT AGENCY - SUDA),
UTTAR PRADESH**

**REQUEST FOR PROPOSAL (RFP)
For
EMPANELMENT OF SKILL TRAINING PROVIDERS (STP) FOR
EMPLOYMENT THROUGH SKILL TRAINING AND PLACEMENT
(EST&P) COMPONENT OF NULM IN UTTAR PRADESH**

February, 2015

RFP No. : 4692/241/NULM/Teen/2014(EST&P)

Date of Release of RFP	19-02-2015
Date of Pre-bid meeting	03-03-2015, 4:00 PM
Last date of Submission of RFP	13-03-2015, 4:00 PM



State Urban Livelihood Mission (SULM), Uttar Pradesh
Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001
Phone: 0522-2286709 Fax- 0522-2286711
Website: <http://www.sudaup.org>

**State Urban Livelihood Mission (SULM), Uttar Pradesh
(State Urban Development Agency (Suda), UP)**

Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001

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INVITING REQUEST FOR PROPOSALS (RFP) FOR EMPANELMENT OF SKILL TRAINING PROVIDERS (STP) FOR EMPLOYMENT THROUGH SKILL TRAINING AND PLACEMENT (EST&P) COMPONENT OF NULM IN UTTAR PRADESH

RFP No. 4692/241/NULM/Teen/2014(EST&P)

Date: 19-02-2015

	Particular	Details
1	Name of the Client inviting RFP	Mission Director, State Urban Livelihood Mission (SULM), Uttar Pradesh
2	Name of the Assignment	Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of NULM in Uttar Pradesh
3	Date of Issue of RFP	19.02.2015
4	Availability of RFP Document:	19.02.2015 (downloadable from website: www.sudaup.org)
5	Date of Pre-bid meeting:	03/03/2015, at 04:00 pm in the meeting hall of the State Urban Development Agency (SUDA), Uttar Pradesh.
6	Last date and time for receipt of RFP	13.03.2015 up to 4:00 PM
7	RFP cost	Interested bidders may submit their proposals along with a non-refundable Demand Draft of Rs. 500/- (Rupees Five hundred only) drawn in favor of City Project Officer, City Mission Management Unit (CMMU),(name of town), Uttar Pradesh payable at(name of town), towards the cost of RFP Document. No liability will be accepted for downloading the incomplete document.
8	For any further information Contact to	State Urban Livelihood Mission (SULM), Uttar Pradesh, Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001, Phone: 0522-2286709
9	Address for Submission of Proposal	City Project Officer, City Mission Management Unit (CMMU),(name of applied town), Uttar Pradesh
10	Proposals received without cost of RFP, proposal / document will be rejected.	
14	Mission Director, SULM, U.P. reserves the all right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s. The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per criteria mention in RFP Document.	
		Mission Director, SULM, U.P. & Director, SUDA, U.P.

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Section 1 – Letter of Invitation

RFP No. 4692/241/NULM/Teen/2014(EST&P)

Date: 19-02-2015

Letter of Invitation

1. State Urban Livelihood Mission (SULM), U.P. / SUDA, U.P. under Urban Employment & Poverty Alleviation Programme Department (UE&PAPD), Government of Uttar Pradesh (GoUP) is implementing the National Urban Livelihood Mission (NULM) programme of Gol at State in 82 mission cities. The programme is designed to provide sustainable livelihood to urban poor through skill training.
2. State Urban Livelihood Mission (SULM), U.P. / SUDA, U.P., (hereinafter 'the Client') now invites proposals from reputed Company/organization/Firms/Trust/NGOs/Institutions for providing training, certification & placement to the urban poor in all cities selected under NULM.
3. City and skill sector wise bidder will be empanelled (cities as mentioned in the ToR). Bidder can proposed only 1 city under this RFP. Bidders can choose only 3 skill sectors in their proposal for applied cities. Skill sectors provided in the Annexure-D.
4. Empanelled Skill Training Providers can be allotted more than 1 City/ULBs on the basis of project requirement of SULM,UP.
5. Association / Joint Venture / autonomous registered agencies set up by the state or central government are not permitted for this assignment.
6. Bidders will be Empanelled for the financial year 2014-15, which may be further extendable maximum upto 3 years, including the present year.
7. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
8. Empanelment of Skill Training Provider based of purely technical evaluation. The proposals will be evaluated based on the information provided by the bidder and the evaluation will be done as per detailed criteria mention in RFP Document.
9. The RFP includes the following documents:
 - 9.1. Letter of Invitation
 - 9.2. Instructions to Training Providers (including Data Sheet), see Annexure A
 - 9.3. Technical Proposal, for Standard Forms, see Annexure B
 - 9.4. Terms of Reference (ToR), see Annexure C
 - 9.5. High Growth Skill Sector in Uttar Pradesh, see Annexure D
 - 9.6. Standard Contract Document, see Annexure E
 - 9.7. Minimum Specification for Training Centre Infrastructure, see Annexure F
 - 9.8. Format for Performance Guarantee, see Annexure G :
 - 9.9. List of Sector wise Courses, see Annexure H
10. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Training Provider to check the validity of data included in this document.
11. Proposals received without cost of RFP, proposal / document will be rejected.
12. Mission Director, SULM, U.P. reserves the all right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s.

**Mission Director,
Sate Urban Livelihood Mission
Uttar Pradesh**

KEY DATES

RFP TITLE:	Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of NULM in Uttar Pradesh
RFP NO. :	4692/241/NULM/Teen/2014(EST&P)
DATE OF ISSUE:	19/02/2015
AVAILABILITY OF RFP DOCUMENT:	19/02/2015 (downloadable from website: www.sudaup.org)
PRE-PROPOSAL MEETING:	03/03/2015, at 04:00 pm in the meeting hall of the SUDA, U.P., Lucknow
LAST DATE AND TIME FOR RECEIPT OF RFP :	13/03/2015 up to 4:00 PM
ADDRESS FOR SUBMISSION OF PROPOSAL:	City Project Officer, City Mission Management Unit (CMMU),(name of applied town), Uttar Pradesh

Annexure A: Instructions to Bidder (Skill Training Providers - STP)

In the event of any inconsistency between the Instructions to Training Providers (Annexure A) and the Data Sheet, the conditions mentioned in the data sheet shall prevail.

1 Introduction

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

2 Essential Eligibility Criteria for Skill Training Providers (STP)

The interested entities / bidders to submit the proposal for the purpose of **“Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of NULM in Uttar Pradesh”** shall be registered as Companies (registered under company act)/ Societies/Institutions/Organizations/Non Government Organizations (registered under society act)/ Trust/Firms with relevant experience in providing skill training and placement. The eligible entities/bidder must fulfill the following pre-requisites:

1. The Organizations should have been registered in India for a period of 3 years (as on 31st March, 2014).
2. The average annual turnover for the previous 3 financial year (FY 2011-12, 2012-13, 2013-14) should be minimum Rs 1 lakh from skill training/entrepreneurship development trainings. Bidders should provide audited financial statements along with all schedules in their technical proposal.
3. Organizations should have trained at least 200 candidates for the last 2 financial year (FY 2012-13, 2013-14). The agency should submit relevant experience certificates clearly indicating the number of candidates/beneficiaries trained.
4. The Organization/NGO should not have been punished by any court of law, found defaulter, Blacklisted by any State, Centre Government or any other public sector undertaking or a Corporation as on the date of bid. An undertaking to this effect should be submitted by the authorized signatory.

Bidders should provide sufficient documentary evidence of compliance against the above eligibility criteria in the technical proposal mentioned in the table 'Evaluation Methodology'.

3 Anticorruption

- 3.1 A recommendation for award of Contract will be rejected if it is determined that the recommended training provider has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases SUDA or the relevant Urban Local Bodies will declare the Training Provider is ineligible, either indefinitely or for a stated period of time, from participation in GoUP financed activities, and Training Providers will be blacklisted by the Government of Uttar Pradesh.

4 Request For Proposal (RFP) Cost

- 4.1 Bidders are requested to pay a non-refundable RFP cost of Rs. 500/- (Rupees. Five hundred only). The RFP cost shall be in Indian Rupees and in the form of Demand Draft from any of the Nationalized Bank in favour of "City Project Officer, City Mission Management Unit (CMMU),(name of town)", Uttar Pradesh payable at(name of town), towards the cost of RFP Document. Bids that are not accompanied by the above RFP cost shall be rejected by as non-responsive.

5 Performance Guarantee (PG), Penalty and Liquidity Damages

- 5.1 The empanelled bidder shall furnish performance guarantee amounting Rs. 1,00,000/-(Rupees one lakh only) during signing of agreement/contract.
- 5.2 **Return of PG:** The PG shall be returned after the successful completion of the agreement.
- 5.3 **Forfeiture of PG:** PG shall be forfeited in the following cases unless decided otherwise by City Project Officer, City Mission Management Unit (CMMU) : -
- 5.3.1 When any terms and conditions of the Agreement are breached.
- 5.3.2 Commencement of work within 10 days of release of work order.
- 5.3.3 When the Skill Training Provider is de-empanelled
- 5.4 No interest will be paid by SULM,UP / SUDA,UP, CMMU/DUDA on the amount of PG.
- 5.5 Forfeiture of PG shall be without prejudice to any other right of SULM,UP/SUDA,UP, CMMU/DUDA to claim any damages as admissible under the law as well as to take such action against the Training Provider such as severing future business relation or black listing, etc.

6 Selection of Cities & Skill Sector

- 6.1 Bidders can choose only 1 city and 3 skill sectors as per their experiences for this RFP. List of selected cities is available in ToR and Skill sectors provided in the **Annexure-D**.
- 6.2 Empanelled Skill Training Providers can be allotted more than 1 City/ULBs and more than 2000 trainees target in a City/ULB on the basis of project requirement of SULM,UP.

7 Maximum No. of Target for the Training Provider

- 7.1 The Empanelled training provider shall be given the maximum target of 2000 trainees in City/ULB subject to availability of target of the applied City/ULB.

8 Subcontracting or Franchising

- 8.1 Training Provider cannot subcontract/sublet the conduct of training.
- 8.2 Training Provider cannot operate the training centers via a franchisee arrangement.

9 Clarification of RFP Documents – Pre Bid Queries

- 9.1 A prospective Bidder requiring any Technical clarification of the RFP Documents may contact SUDA, UP for their queries & clarifications before submission of RFP. However bidders may seek clarification of their all queries in pre bid meeting too.
- 9.2 A Pre-Bid meeting for queries & clarifications shall be held on **03.03.2015 at 04:00 pm**. Prospective Bidders may attend this conference to seek clarifications if any.

10 Amendment of RFP Documents

- 10.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a Prospective Bidder, modify the RFP Document by amendments. Such amendments shall be posted/uploaded on the SUDA's website <http://www.sudaup.org> through corrigendum and shall form an integral part of RFP Document. The relevant clauses of the RFP Document shall be treated as amended accordingly.
- 10.2 It shall be the sole responsibility of the prospective Bidder(s) to check the web site <http://www.sudaup.org> from time to time for any amendment(s)/clarification in the RFP Document. In case of failure of prospective Bidder to get the amendments, if any, the Authority shall not be held responsible.
- 10.3 In order to allow prospective Bidder(s) a reasonable time to take the amendment into account in preparing their Bids, the Authority, at its discretion, may extend the deadline for the submission of Bids. Such extensions shall be posted/up-loaded on the SUDA's website www.sudaup.org.

11 Preparation of Proposals

11.1 Language of Proposals

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

11.2 Instructions for submission of Proposal

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

11.3 Submission of Proposals

- 11.3.1 The proposal should be as per the prescribed format as given in the RFP Document. Bidders shall submit their proposals through Registered Post / Speed Post / Courier or through special messenger at the office address on or before the last date and time for receipt of proposals mentioned in their document. SULM, UP/SUDA, UP will not be responsible for any delay / postal delay in receiving of the proposal.
- 11.3.2 The bidder can apply only 1 City/ULB covered under NULM on the basis of their existence in the respective City/ULB.

11.4 Format and signing of Proposals

- 11.4.1 All Technical Proposals (as specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL'.
- 11.4.2 The Cost of RFP shall be enclosed in Envelope-A marked 'Envelope-A + ORIGINAL + DD' of Cost of RFP as per Data Sheet'.
- 11.4.3 These two envelopes (i.e. Envelope-A & Envelope-B) should be sealed separately and must be put in the sealed envelope.
- 11.4.4 The Technical proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Training Provider. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below

the signature. All pages of the Proposal, except cover page and printed literature, shall be signed or initialed by the person signing the Proposal.

11.4.5 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

12 All bids must contain original copy of the Technical Proposal (in Envelope-B) & Cost of RFP (in Envelope-A) shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with:

1. Title of Consulting Services : "Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of National Urban Livelihood Mission (NULM) in Uttar Pradesh".

2. RFP Number :

3. Deadline for Submission : Time..... & Date.....

4. Name & Address of the applied Skill Training Provider :

13 Technical Proposal (see Annexure B)

13.1 The Technical Proposal shall contain the following:

13.1.1 Technical Form-1 : Covering Letter

13.1.2 Technical Form-2 : Details of The Bidder

13.1.3 Technical Form-3 : Format For Power of Attorney for Signing of Application

13.1.4 Technical Form -4 : Legal Constitution & Number of Years of Existence

13.1.5 Technical Form-5 : Financial Standing (Annual Turnover)

13.1.6 Technical Form -6 : Organization Registered as NSDC Partner or NCVT/UPSDM

13.1.7 Technical Form-7 : Details of the Candidates Trained By The Bidder

13.1.8 Technical Form-8 : Details of the Candidates Placement / Employment after Training by The Bidder

13.1.9 Technical Form - 9 : Company Tie-Ups for Placements

13.1.10 Technical Form-10 : Training Centre Facilities

13.1.11 Technical Form-11 : Qualified Trainers

14 Submission instructions

14.1 Training Providers are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical Proposal.

14.2 The Training Provider shall submit Technical proposal using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

15 Validity of the Proposal:

15.1 Proposals shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of the technical proposal. Mission Director, State Urban Livelihood Mission, UP reserves rights to reject a proposal valid for a shorter period as non-responsive. The Mission Director, State Urban Livelihood Mission, (SULM) UP will make the best efforts to finalization of the selection process within stipulated time period mentioned in the RFP .

16 Evaluation of Proposals

16.1 The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mention in RFP Document.

- 16.2 The selection for the empanelment would be done by a committee formed by Mission Director, State Urban Livelihood Mission, (SULM) Uttar Pradesh. The authority reserves all rights to accept or reject all or any of the proposals at any stage without assigning any reasons thereof.
- 16.3 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Training Providers or any other persons not officially concerned with such processes until information on Contract award is communicated to all Training Providers.

17 Undue Influence

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

18 Finalization of the Empanelment List:

- 18.1 SULM, UP will notify all the successful bidders, chosen after following due procedures and as per latest guidelines issued for the purpose, in writing after finalization of the empanelment list. Empanelment organization/agency list will be informed publically through website www.sudaup.org. Bidders check regularly SUDA website. The successful bidders have to submit an acknowledgement to SULM, UP within 15 days from the date of receipt of the communication. The Bidders will be Empanelled for the financial year 2014-15, which may be further extendable maximum upto 3 years, including the present year. City Mission Management Unit (CMMU) shall enter into a Memorandum of Agreement (MOA) with the Empanel Agencies.
- 118.2 The Mission Director, State Urban Livelihood Mission, (SULM) Uttar Pradesh & City Mission Management Unit (CMMU) reserves the rights to disqualify any of the entity from the list if the performance of the same is found to be unsatisfactory during the period of empanelment. It is the responsibility of the bidders to seek any clarification from the client prior to submission of their proposal. During any stage of the selection process, manipulation of information, submission of wrong information will lead to out rightly rejection of the proposal and the bidder will be black listed for a period of five years in the SULM, UP.

19 Negotiations /Clarification

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

20 Signing of Contract / Agreement

- 20.1 Promptly after notification, the training providers are required to sign the Contract/Agreement as per notification uploaded on the website of SUDA, UP. (draft Contract/Agreement attached in this RFP).

21 Data Sheet

Sl.No.	Particulars
1	Name of the Client: Mission Director, State Urban Livelihood Mission (SULM), Uttar Pradesh, Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001, Phone: 0522-2286709
2	Method of selection: Technical selection (based work experience)
3	Technical proposal should be submitted in separate envelop: Yes Title of Service is: Empanelment of Skill Training Providers (STP) for Employment through Skill

	Training and Placement (EST&P) Component of NULM in Uttar Pradesh
4	<p>The Client Representative is: Mission Director, State Urban Livelihood Mission (SULM), Uttar Pradesh, Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001, Phone: 0522-2286709</p>
5	Proposals must remain valid for 180 days after the submission date indicated in this Data Sheet.
6	<p>A non-refundable RFP Cost should be provided with Technical Proposal: Yes If Yes, the amount of the RFP Cost is Rs. 500/ (Five hundred) only</p>
8	<p>A Performance Guarantee in the form of Bank Guarantee is to be submitted by the empanelled Bidder upon signing of Contract/Agreement: Yes If yes, the performance guarantee amounting Rs. 1,00,000/- (Rupees one lakh only) during signing of agreement/contract. Bank Guarantee will be made in the name/favour of the "favor of City Project Officer, City Mission Management Agency (CMMU),(name of town), Uttar Pradesh" at the time of agreement award.</p>
9	Currency for Proposals is: Indian Rupee
10	The Training Provider must submit the one original copy of the Technical Proposal.
11	<p>Essential Eligibility Criteria for Skill Training Providers : The interested entities / bidders to submit the proposal for the purpose of "Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of NULM in Uttar Pradesh" shall be registered as Companies(registered under company act)/Societies/Institutions/Organizations/Non Government Organizations (registered under society act)/Trust/Firms with relevant experience in providing skill training and placement. The eligible entities/bidder must fulfill the following pre-requisites:</p> <ol style="list-style-type: none"> 1. The Organizations should have been registered in India for a period of 3 years (as on 31st March, 2014). 2. The average annual turnover for the previous 3 financial year (FY 2011-12, 2012-13, 2013-14) should be minimum Rs 1 lakhs from skill training/entrepreneurship development trainings. Bidders should provide audited financial statements along with all schedules in their technical proposal. 3. Organizations should have trained at least 200 candidates for the last 2 financial year (FY 2012-13, 2013-14). The agency should submit relevant experience certificates clearly indicating the number of candidates/beneficiaries trained. 4. The Organization/NGO should not have been punished by any court of law, found defaulter, Blacklisted by any State, Centre Government or any other public sector undertaking or a Corporation as on the date of bid. An undertaking to this effect should be submitted by the authorized signatory.
12	<p>Proposals must be submitted no later than the following date and time : 00/00/2015 up to 4:00 PM</p>
13	<p>Address for submission of Proposals: City Project Officer (CPO),, City Mission Management Unit (CMMM), (name of applied town) Uttar Pradesh</p>

22 Proposals Evaluation Methodology :

22.1 Evaluation of the proposals will be done by the selection committee as the following parameters mentioned below:

Sl. No.	Criteria of evaluation of technical proposal
1.	Existence of Organization
2.	Financial Performance of Organization (Average annual turnover of last 3 financial years)
3.	Organization accreditation empanelment/registered as NSDC partner/NCVT/UPSDM
4.	Skill Training Experience (last 2 financial year ending of month 31 st march 2014)
5.	Placement / Employment linkages experience (last 3 financial year ending of month 31 st march 2014)
6.	Company Tie-Ups for Placements
7.	Training Centre & facilities:
8.	Qualified Trainers

22.2 The bidders, whose proposal secures above the minimum qualifying technical score of 60% Marks during the technical evaluation stage, will be eligible for empanelment by State Urban Livelihood Mission, Uttar Pradesh. It is instructed to the bidders to furnish the required information as per the prescribed format as mentioned in the RFP. Any deviation to the above instruction, results in out rightly rejection of the proposal.

22.3 Bidder will be allotted the targets of training on the basis of marks obtained in the technical evaluation of the bid respective Cities/ULBs of the bidder.

23 Penalty

23.1 The Training Provider shall perform all the services as specified in the ToRs. The Training Provider shall ensure quality and timely delivery of all the deliverables - Training/Placement/Candidate Tracking etc. Failing to achieve the deliverables due to the reasons of the delay from the training provider will attract a strict penalty. Penalty of around 0.5% per month of the contract value will be levied on the training provided if the deliverables are not achieved on time.

Annexure B: Technical Proposal Submission Forms

TECHNICAL FORM-1 : COVERING LETTER

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the Skill Training Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to the Training Provider included in the RFP.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Skill Training Services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We are submitting the RFP for(name of City/ULBs as per list of cities is available in ToR).

We are submitting the RFP for(name of Skill sector as per list provided in the Annexure-D).

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Organization/Agency:

Address:

INDEX FOR BID
(Checklist of Supporting Documents to be submitted for Essential Eligibility Criteria for STP and Technical Assessment)

Bidders can choose only 1 Cities. List of selected cities is available in ToR.

Sl. No.	Document details for evaluation	Supporting document will be provided in hard copy	page no. from to
ESSENTIAL ELIGIBILITY CRITERIA FOR SKILL TRAINING PROVIDERS			
1	The Organizations should have been registered in India for a period of 3 years (as on 31 st March, 2014).	Complete filled Technical Form- 4	
2	The average annual turnover for the previous 3 financial year (FY 2011-12, 2012-13, 2013-14) should be minimum Rs 1 lakhs from skill training/Entrepreneurship trainings.	Complete filled Technical Form- 5	
3	Organizations should have trained at least 200 candidates for the last three 2 financial year (FY 2012-13, 2013-14) in North India.	Complete filled Technical Form- 9	
4	The Organization/NGO should not have been punished by any court of law, found defaulter, Blacklisted by any State, Centre Government or any other public sector undertaking or a Corporation as on the date of bid.	An undertaking to this effect should be submitted by the authorized signatory.	
CRITERIA OF EVALUATION OF TECHNICAL PROPOSAL			
1	Covering Letter	Complete filled Technical Form- 1	
2	Details of The Bidder	Complete filled Technical Form- 2	
3	Format For Power of Attorney For Signing of Application	Complete filled Technical Form- 3	
4	Existence of Organization	Complete filled Technical Form- 4	
5	Financial Performance of Organization (Average annual turnover of last 3 financial years)	Complete filled Technical Form- 5	
6	Organization Accreditation Empanelment / Registered As NSDC Partner/NCVT/UPSDM	Complete filled Technical Form- 6	
7	Skill Training experience (last 2 financial year ending of month 31 st march 2014)	Complete filled Technical Form- 7	
8	Placement / Employment linkages experience (last 3 financial year ending of month 31 st march 2014)	Complete filled Technical Form- 8	
9.1	Company Tie-Ups for Placements Name of applied Skill Sector - 1	Complete filled Technical Form- 9 (Please fill separate Form -9 each applied Skill Sector)	
9.2	Company Tie-Ups for Placements Name of applied Skill Sector - 2	Complete filled Technical Form- 9 (Please fill separate Form -9 each applied Skill Sector)	
9.3	Company Tie-Ups for Placements Name of applied Skill Sector - 3	Complete filled Technical Form- 9 (Please fill separate Form -9	

		each applied Skill Sector)	
10	Training Centre Facilities of applied City -..... (mention name of the City)	Complete filled Technical Form- 10	
11.1	Qualified Trainers of applied Skill Sector - 1 (mention name of the Skill Sector)	Complete filled Technical Form- 11	
11.2	Qualified Trainers of applied Skill Sector - 2 (mention name of the Skill Sector)	Complete filled Technical Form- 11	
11.3	Qualified Trainers of applied Skill Sector - 3 (mention name of the Skill Sector)	Complete filled Technical Form- 11	

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

TECHNICAL FORM-2 : DETAILS OF THE BIDDER

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

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

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

(To be submitted along with Covering Letter)

Know all men by these presents that We.....
..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name)
.....son/daughter/wife of
and presently residing at

.....who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the "EMPANELMENT OF AGENCY FOR SKILL TRAINING, CERTIFICATION AND PLACEMENT UNDER EST&P, NATIONAL URBAN LIVELIHOOD MISSION (NULM) IN UTTAR PRADESH". The attorney is fully authorized for providing information/ responses to the SULM,UP/SUDA,UP/CMMU/DUDA, representing us in all matters before the SULM,UP/SUDA,UP/CMMU/DUDA including negotiations with the SULM,UP/SUDA,UP, signing and execution of all agreements including the contract and undertakings consequent to acceptance of our proposal, and generally dealing with the SULM,UP/SUDA,UP/ CMMU/DUDA 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 executants(s) and when it is so required, the same should be under common seal affixed

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

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

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

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

The details provided in the above format will be considered for technical evaluation under Years of Existence as per clause 22.1.1 Technical Evaluation - Existence of Organization

TECHNICAL FORM-5 : FINANCIAL STANDING (ANNUAL TURNOVER)

Certificate from the Statutory Auditor regarding the Total turnover of the organization is Rs. 3 lakh for the last 3 financial year ending of month 31st march 2014.

Based on its books of accounts and other published information authenticated by it, this is to certify that

(Name of the Bidder) had, over the last three Financial Years, a Total turnover of the organization is Rs. Lakhs as per year-wise details noted below:

Financial Year ending 31st March	Total Turnover (In Rs. Lakhs)	Total Turnover for Govt. Skill training / Entrepreneurship development trainings related activities
2011-12:		
2012-13:		
2013-14:		
Total		

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:

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

Date:

Note :

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

In the event the Financial statements for the year 2013-14 is un audited, Provisional financial statements duly certified by CA may be submitted

The details provided in the above format will be considered for technical evaluation under Financial Standing as per clause 22.1.2 Technical Evaluation - Financial Performance of Organization

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

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

The details provided in the above format will be considered for technical evaluation under Organization accreditation empanelment/registered as NSDC partner NCVT/UPSDM as per clause 22.1.3 Technical Evaluation - Organization registered as NSDC partner NCVT / UPSDM

TECHNICAL FORM-7 : DETAILS OF THE CANDIDATES TRAINED BY THE BIDDER

(last 3 financial year ending of month 31st march 2014)

Financial year	Total No. of Person trained	No. of person trained under Govt. Skill training / Entrepreneurship development trainings	Details of supporting Proof provided
2012-13			
2013-14			
Total			

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Notes: Please provide Supporting proof as given below:

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

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

The details provided in the above format will be considered for technical evaluation under Skill Training experience as per clause 22.1.4 Technical Evaluation - Skill Training experience

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

(last 3 financial year ending of month 31st march 2014)

Financial year	No. of Placements after training	Details of supporting Proof provided
2011-12		
2012-13		
2013-14		
Total		

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Notes: Please provide Supporting proof as given below:

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

The details provided in the above format will be considered for technical evaluation under Placement experience as per clause 22.1.5 Technical Evaluation - Placement / Employment linkages experience

TECHNICAL FORM - 9 : COMPANY TIE-UPS FOR PLACEMENTS

Skill Sector / Course Name :.....

(Please fill separate applied Skill Sector wise)

S. No.	Company name	Company Contact Person name Designation & Contact Number	Number of Trained person Required (Skill Sector wise)	Salary Range	Time period by which the Placement is required	Is the Placement tied-up exclusively with the Bidder (yes/No)
1						
2						
3						
4						
5						

....(add more rows if required)

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Notes

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

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

Sir,

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

(a) Minimum qualification:

(b) Minimum skills/training:

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

At these locations

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

HR Manager

Name of Company: Contact Nos.

Email ID:

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

The details provided in the above will be considered for technical evaluation under Company Tie-Ups for Placement as per clause 22.1.6 technical evaluation - Company Tie-Ups for Placement

TECHNICAL FORM-10 : TRAINING CENTRE FACILITIES

Name of City/ULB

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

Sl. No.	Description	Detail (Specifications for Minimum Infrastructure)
	Name of City/ULB	
1.	Name of Training Centre	
	Full address & telephone/mobile number (with Nearest landmark)	
	Own / rented (plz provide relevant photocopy document)	
	No. Class/Training Room (with area in sq. m.) (minimum capacity of 30 persons)	
2.	No. of Theory Classroom	
3.	Number of Practical Rooms	
4.	Other Facilities	
	<ul style="list-style-type: none"> • Drinking Water • Separate Wash Rooms for Male & Female (Yes/No) • Electricity (proper facility of Fan & Light)with backup 	

Authorized Signatory [In full initials and Seal]: _____

Name of the Organisation: _____

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

a. 2 photos per Training Center.

b. The Bidder should have its own / rented space & facilities for conducting the Training Programmes.

The Bidder should provide proof (self attested photocopy proof by Organization/Agency) of availability of the facility to the Bidder in the form of ownership document/rent or lease agreement.

The details provided in the above format will be considered for technical evaluation under Training centre facilities as per clause **22.1.7** Technical Evaluation - Training centre facilities

TECHNICAL FORM-11 : QUALIFIED TRAINERS

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

Bidders can choose maximum 3 skill sectors as per their experiences for this RFP. List of Skill sectors provided in the **Annexure-D**.

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

Sl. No	Trainer name	Designation	No. of years of experience	Qualification	Expertise
1					

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

Sl. No	Trainer name	Designation	No. of years of experience	Qualification	Expertise
1					

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

Sl. No	Trainer name	Designation	No. of years of experience	Qualification	Expertise
1					

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

The details provided in the above format will be considered for technical evaluation under Qualified Trainers as per clause 22.1.8 Technical Evaluation - Qualified Trainers

Annexure C : Terms of Reference (ToR)

Terms of Reference (ToR) for Empanelment of Skill Training Providers (STP) for Employment through Skill Training and Placement (EST&P) Component of NULM in Uttar Pradesh

1 Background

- 1.1 The urban poor face multiple deprivations - inadequate access to affordable housing, basic civic services like water, sanitation, drainage, solid waste management, roads, street lighting, health care, education and social security, and livelihoods opportunities. The dimensions of urban poverty can be divided into three categories: (i) residential vulnerability (access to land, shelter, basic services, etc.); (ii) social vulnerability (deprivations related to factors like gender, age and social stratification, lack of social protection, inadequate voice and participation in governance structures, etc.) and (iii) occupational vulnerability (precarious livelihoods, dependence on informal sector for employment and earnings, lack of job security, poor working conditions, etc.). These vulnerabilities are inter-related. Amongst the urban poor, there are sections subject to greater vulnerability in terms of the above classification; these include women, children, the aged, SCs, STs, minorities and differently-abled persons who deserve attention on a priority basis.
- 1.2 Ministry of Housing & Urban Poverty Alleviation launched 'National Urban Livelihoods Mission' (NULM) from 2013-14 to reduce poverty and vulnerability of the urban poor households. The national skill development policy (March 2009) of Gol states that the demand for skilled person by 2022 is about 50 million due to increasing urbanization. 'The Employment through Skill Training and Placement (EST&P)' component under NULM is designed to provide skills to the unskilled urban poor as well as to upgrade their existing skills. The programme will provide for skill training of the urban poor enabling to set-up setting up self-employment ventures and jobs placement in the private sector. The EST&P programme intends to fill the gap between the demand and availability of local skills by providing skill training programs as required by the market.

2 Objective

- 2.1 The key objective of this assignment is to provide training to urban poor in the next one years. The training provider will ensure demand based skill development that will ensure the beneficiary gain access to self-employment. **The specific objectives are:**
 - 2.1.1 To provide an asset to the urban poor in the form of skills for sustainable livelihoods.
 - 2.1.2 To increase the income of urban poor through structured, market-oriented certified courses that can provide salaried employment and / or self-employment opportunities which will eventually lead to better living condition and alleviation of urban poverty on a sustainable basis.
 - 2.1.3 Ensure inclusive growth with increased contribution by skilled urban poor to the National Economy.
 - 2.1.4 Facilitate and provide certification after successful completion of the training.
 - 2.1.5 Facilitate and ensure placement after the completion of training or self-employment through entrepreneurship.
 - 2.1.6 Hand-holding support for a period of 6 months after placement or self-employment through entrepreneurship.

3 Scope of the work

- 3.1 It is envisaged that a comprehensive support to the poor in the promotion of employment will enhance the employability through imparting skill development trainings in market led courses, (based on demand) and support them in getting placement and post placement handholding to sustain employment. It is also envisaged that it will follow a market oriented approach to create employment in collaboration with private sector.
 - 3.1.1 The Training Provider will work closely with SULM/SMMU, CMMU, ULB, DUDA and Resource Organisations (RO) to identify beneficiaries for skill trainings.
 - 3.1.2 The Training Provider will develop and finalize required formats for periodic reporting and periodicity of reporting for key deliverables and output outlined.

- 3.1.4 The Training Provider will undertake detail assessment of current key documents including NULM mission documents, operational guideline, existing training curriculum for skills, NSDC and NCVT guidelines to understand.
- 3.1.5 Based on the review of the existing skills training curriculum, the Training provider will update and improve the training curriculum as per the market demand in consultation with the key stakeholders including industry.
- 3.1.6 Training Provider will impart training to the identified candidates for approximate 400 hours for technical training and 30 hours for soft skill such as basic language English spoken, etiquettes etc.
- 3.1.7 The Training provider will provide counseling and handholding support to the candidate for placement and during placement to ensure retention. Similar support should also be provided for candidates opted for self-enterprise. Support may include assistance in providing access to credit linkages, developing bankable proposals etc.
- 3.1.8 Where the identified activity for micro-enterprise development requires some special skills, appropriate training must be provided to the beneficiaries before extending financial support by linking them for training under Component 3: Employment through Skills Training and Placement (EST&P). Financial assistance should be extended only after the prospective beneficiary has acquired required skills for running the proposed micro-enterprise.
- 3.1.9 Such training may not be necessary if the beneficiary has already undergone training from a known institution, registered NGO/Voluntary Organization or trained under any government scheme provided requisite certificate is produced. In case the beneficiary has acquired requisite skills from family occupation such cases should be certified by the ULB before extending financial assistance.
- 3.1.10 The Training provider will establish a robust monitoring feedback mechanism to provide and update progress on a regular basis.

4 Stakeholders and their Roles

- 4.1 The key stakeholders of the employment through skill training and placement (EST&P) and their roles are broadly defined as under:

Stakeholder	Roles
SULM (State Urban Livelihood Mission), U.P.	<ul style="list-style-type: none"> • Overall supervision and guidance to the implementing agencies and ULBs/DUDAs • Empanelment of various agencies such as implementing Training Provider agency, EST&P, certification, assessment and review of overall progress • Finalization and selection of Skill Training Provider and certification agency based on the notification • Contract/Agreement with Skill Training Providers • Liaison with key stakeholders to achieve objectives of this programme • Output/deliverable review • Quality monitoring through effective monitoring
DUDAs (District Urban Development Agency) / CMMU (City Mission Management Agency) / ULBs (Urban level Bodies)	<ul style="list-style-type: none"> • Finalize the list of beneficiaries / candidates for EST&P training • Facilitate and motivate the candidates to attend training • Provide support to the Skill Training Provider/agency as required • Overseeing the EST&P programme at city level • Reporting • Output review at the city/town level • Training quality monitoring and evaluation with training provider • Prompt payment to Skill Training Provider/agency
Skill Training Provider for	<ul style="list-style-type: none"> • Provide overall support for EST&P activities

EST&P (exclusive to the Task defined)	<ul style="list-style-type: none"> • Mobilization and screening of candidates for providing training • Development and finalization of training modules/courses with prior approval of CMMU/DUDA/SULM. • Conduct end course assessment and facilitate the process of certification of candidates through an independent agency identified by CMMU/DUDA/SULM,UP • Placement of successful candidates with employers • Follow-up/handholding support to the employed candidates or candidates of microenterprise for up to six months from the time of placement • Liaise with employers and industries for the placement of successfully trained candidates • Liaise with private sector in the region for ascertaining the job requirements and to understand the training requirements, placement, on job training etc.
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5 Specific Task of the Training provider

5.1 The Training Provider is required to provide training, ensure certification, placement and hand holding support to the beneficiaries in the given time-frame. Broadly the tasks are divided in two sets:

5.1.1 Set-1 – includes finalization of beneficiaries, their mobilization, preparation and approval of implementation plan, literature review, situational analysis, identification of potential candidates for skill training.

5.1.2 Set-2 – includes training, certification, placement and handholding.

The key tasks are detailed below:

5.2 Literature review

5.2.1 Prior to implementation, the Training Provider is expected to conduct a thorough study of all relevant documents including NULM mission document, operational guideline and existing curriculum and training modules of recognized institutions (ex NSDC, NCVT, MES, NOS etc).

5.3 Situational and skill gap analysis

The following key tasks are expected:

5.3.1 Training to be provided based on the industry requirements & local market need.

5.3.2 The Training Provider will review and suggest modifications to the existing training curriculums developed by the nationally recognized institutions based on the current situation.

5.3.3 The training provider should finalize the training curriculum in consultation with CMMU, ULB, DUDA, SULM and the industry requirements.

5.3.4 The training provider should prepare training modules for specific trades in consultation with the CMMU,ULB, DUDA and SULM.

5.3.5 The Training Provider shall organize workshops / focus group discussions jointly with CMMU, ULB, DUDA, industries and potential employer to understand the demand and gaps. The potential employer can be from UP and other states also.

5.3.6 The trade identification analysis should state the nature and duration of the courses required for each trade. This should include trade wise training needs assessment for the next three years.

5.3.7 Training providers should highlight city/district wise demand and supply scenario against the identified sector for both jobs and self-employment.

5.4 Curriculum Designing

- 5.4.1 The skill trades identified through the trade identification analysis should have a standard training curriculum which should be designed as per the industry requirements and assessment and certification requirements. Further the training provider should ensure the following in consultation with SULM/DUDA/ULB/CMMU:
- 5.4.1.1 Review the existing training curriculum with various recognized institutions with an objective to customize / strengthen as needed to suit the local situation
 - 5.4.1.2 Follow the national curriculum occupational standard (NOS) which has been developed by skill council under NSDC.
 - 5.4.1.3 That the NOS and identified job roles are in accordance to the standards prescribed under the National Vocational Education Qualification Framework (NVEQF) as mentioned in the National Skill policy.
 - 5.4.1.4 Propose the appropriate curriculum to the SULM which will be finalized and will be approved based on the NOS and NVQEF (National Vocational Education Qualification Framework) requirements.
 - 5.4.1.5 Review the curriculum designed by the Ministry of Labour and Employment for a list of Modular Employable Skill (MES) courses under the Skill Development Initiative Scheme and, if MES courses do not have curriculum for any particular skill training then a formal curriculum may be approved by SULM.
 - 5.4.1.6 The Training Provider will develop standard curriculum for any training course under EST&P in consultation with a competent technical agency such as Technical University / College, Directorate of Technical Education, national Skill Development Corporation, Sector Skill Council of NSDC etc.
 - 5.1.1.7 *The NULM guidelines states- The National Occupational Standards (NOS) have been developed by various Sector Skill Councils under NSDC. The NOS specify the standard of performance an individual must achieve for carrying out a function in the work place. The NOS are laid down by the employers through the Sector Skill Councils under NDSC. The NOS and identified Job Roles are in accordance to the standards prescribed under the National Vocational Education Qualifications Framework (NVEQF) as mentioned in the National Skill Policy. The Ministry of Labor & Employment has designed curriculum for a list of Modular Employable Skill (MES) courses under the Skill Development Initiative Scheme which can be followed for the skill training courses. However, if MES courses do not have curriculum for any particular skill training then a formal curriculum may be approved by the state.*

5.5 Soft skills

- 5.5.1 In addition to the basic training on specific skills, the training modules should also include the soft skills as per the beneficiaries level of understanding. The potential areas of soft skills are highlighted below:
- 5.5.1.1 Basic communication (English and Local language), wherever possible provide general awareness on computers (for course other than computer training), professional etiquettes, communication skills etc.
 - 5.5.1.2 Financial literacy - awareness on savings, credit, subsidy, remittance, insurance and pension
 - 5.5.1.3 Government schemes - the candidate may also be provided information regarding government schemes (including other components of NULM) and entitlements for poverty alleviation.

5.6 Infrastructure and resources

- 5.6.1 The training centre needs to be equipped with the various facilities which should meet minimum specifications. The facilities are indicated in the **annexure - F**.
- 5.6.2 The agency has to provide the details of training infrastructure and facilities relating to class size, basic amenities, tools and machinery for training support in Form-10 provided. In case the agency

do not have adequate no. of training centre in order to no. of target allotted to them by the CMMU/ULB/DUDA, the agency shall require to setup the required no. of training centers as per conveniences of beneficiaries within 10 days of work order as per training center details of Form-10.

- 5.6.3 The agency shall designate a Training Coordinators, Vocational Training Expert/Trainer and Training Centre administrative staff for managing the programme. No additional payment shall be made for these positions.
- 5.6.4 The Training Coordinators shall be responsible for managing the training and employment activity and coordinating with the Employers, Banks, Urban Local Body as well as the Assessment agencies. The Training Coordinators can be employed for each town.
- 5.6.5 The STP appoint Vocational Training Expert/Trainer for each centre & would also need to appoint administrative staff for managing each training centre.

5.7 Monitoring and evaluation

- 5.7.1 Training provider will design a proper M&E framework which will cover;
 - 5.7.1.1 Designing feedback mechanisms from the participants which should be taken immediately after the training program. Such feedback should cover information on trainers methodology, content, facilities, duration etc. SULM will provide feedback from on which the information is to be collected. The training provider should analyze the feedback and send to CMMU/ULB/DUDA, SULM. The training provider should also ensure necessary amendments in the entire approach based on the feedback.
 - 5.7.1.2 The training provider should also continuously ensure feedback from the industry / potential employer. Wherever possible the training provider should invite the potential employer to the training venue and ask for feedback.
 - 5.7.1.3 Apart from the above, the SULM will also be monitor the training programe though their state level representative.

5.8 Course/Training Duration

- 5.8.1 The course duration for the entire skill training programme under EST&P would be minimum 3 months (approximately 400 hours of the technical training plus 30 hours for soft skills training). If the MES curriculum is being followed, then the basic and advanced level skill training courses may be combined to provide 430 hours training. The timing of the training schedule shall be discussed with DUDA/CMMU/ULBs and should suit the convenience of the beneficiaries. The training provider should design a flexible training schedule to suit the beneficiaries.

5.9 Attendance

- 5.9.1 The training provider should ensure that the attendance of all participants should be taken using bio metric scanners along with attendance registers. Video recording of the training sessions and provided by the client for real time monitoring.

5.10 Assessment and Certification

- 5.10.1 Each successful candidate undertaking training under EST&P component of NULM would be awarded a certificate issued by a competent agency which would be selected by SULM, UP/SUDA, UP and has acceptability in the industry. Assessing bodies can be selected from the Sector Skill Councils of National Skill Development Corporation and agencies National Council for Vocational Training and Bihar Skills Development Mission.
- 5.10.2 The department is in the process of finalization of Certification agencies for each course from the empanelled Assessing Bodies. SULM, UP/SUDA, UP will enter into a Memoranda of Understanding with the Certification Agency clearly defining the trainings to be certified, area of operation, delivery standards with time lines and processes, and fee to be charged by the agency. The SULM shall fix the fee for the certification based on the course curriculum and in consultation with competent technical agencies. This fee will be directly paid to the certification agency and will be considered as a part of the training cost.

- 5.10.3 The STP shall be responsible for coordinating with SULM, UP/SUDA, UP and Assessing agency for organizing the assessment of the trained candidates. As and when the candidate completes the training and is ready to undergo assessment, the STP shall inform the concerned Certification Agency with details of number of candidates to be assessed, trades to be assessed and location of the training centre.
- 5.10.4 The Certification Agency and STP should ensure assessment and declaration of results within 30 days of receipt of the request from the STP. The STP shall be responsible for arranging and issuing of the certificate through the empanelled Certification Agency.
- 5.10.5 If a candidate fails in the assessment then she/he should be retrained for re-assessment and certification. The re-training and re-assessment cost of such unsuccessful candidates shall be borne by the STPs. The SULM shall reimburse the training cost of only successful and certified candidates to the STPs.

5.11 Post training support to the candidate

- 5.11.1 The Training Provider shall work towards providing job-placement or setting up self-enterprise for all the successful candidates. It is mandatory for the Training Provider to provide placement / self-enterprise set-up support for minimum 50% of successfully trained candidates, inability to do so shall result in a penalty as detailed in this RFP.
- 5.11.2 **Job Placement** : On successful completion of the training, the candidate shall be provided placement in suitable job by the Training Provider within one month of completion of the training.
- 5.11.3 **Micro-enterprise** : For candidates interested in setting up micro-enterprises, the Training Providers shall be responsible to assist in setting-up the microenterprise within 3 months of successful completion of the training. The Training Providers shall provide support for proposal writing, ensure credit from banks, provide support for availing subsidy to candidates regarding any of the micro-enterprise development schemes such as SEP component under NULM, Prime Minister's Employment Generation Programme (PMEGP) under Ministry of Micro, Small and Medium Enterprises (MoMSME), Cluster Development Schemes under MoMSME or any other such scheme.
- 5.11.4 **Financial Inclusion** : The Training Provider shall also facilitate the opening of Basic Saving Bank Deposit account for all the candidates who do not have a bank account.

5.12 Post Training Tracking

- 5.12.1 The Training Provider shall be required to track the successful candidates for a period of 6 months. For the candidates provided with wage employment in any industry information like appointment letter, pay package / remuneration, etc. shall be maintained and submitted to the ULB / SULM as per the terms and conditions of the contract with the Training Providers.
- 5.12.2 For the candidates interested in setting up micro-enterprises, the Training Provider shall be responsible for providing support and track the progress of Micro-enterprise for a period of 6 months.

5.13 Candidate/Trainees Mobilization

- 5.13.1 The Training Provider will facilitate the processes for mobilization of beneficiaries through counseling and by motivating the beneficiaries. Advantage of training, placements and training support should be detailed to the beneficiaries. The list of the beneficiaries will be finalized by the respective CMMU,DUDA,ULBs.
- 5.13.2 The STP shall assist the CMMU/ULB/DUDA and in screening and selection of beneficiaries for the training programmes. The eligibility criteria for each course has been provided in **Annexure-H**. The STP shall ensure that the selected beneficiaries are given adequate motivation and guidance at the beginning of each batch of the training programme.

5.14 Candidates Selection for Skill Training as per the Eligibility Criteria

- 5.14.1 The following conditions need to be adhered in selection of the candidates:

- 5.14.1.2 s/he should not have undergone skill development training under the SJSRY/NULM in any other trade during the last 3 years. The candidate can however be provided advanced training on the skills acquired in any previous training
- 5.14.1.2 the candidate meet the minimum qualification as per requirement of the training curriculum approved by Gol / client.
- 5.14.1.3 The percentage of SC and ST candidates being trained should not be less than the percentage of SC and ST population in the town.
- 5.14.1.4 Out of the total beneficiaries for the under EST&P; minimum 30% should be women, minimum 15% should belong to the Minority community and minimum 3% of the candidates should be differently-abled. However based on the trade and area of implementation, if the above requirement of minimum percentage cannot be fulfilled through common training programs, specific training programs targeting the above vulnerable communities maybe undertaken by the SULM.

5.15 MIS and Reporting

- 5.15.1 The Training Provider will provide regular progress reports on an agreed format and periodicity to the Client and respective CMMU,ULB,DUDA.
- 5.15.2 For Skill Training Providers: The STP shall have the responsibility of regular reporting on progress of training, placement and micro-enterprise establishment to the CMMU,ULB,DUDA and SULM on a regular basis.
- 5.15.3 The STP shall also develop and maintain online Management Information System (MIS) for recording the information of all the candidates including their contact details, candidate's bank account details, status of assessment and certification, status of the placement or setting up of a micro-enterprise, etc. on their website. The SULM and ULB shall be provided access to all the information regarding the candidate and the training programs of the STPs. As and when the national MIS for NULM is launched, the STP shall have the responsibility to update the information of candidates as specified by the Ministry.
- 5.15.4 For SULM / ULB: The SMMU at the State level and CMMU at the ULB level will closely monitor progress of activities / targets under this component, undertake reporting and evaluation. The SULM and the ULB/executing agencies shall report timely progress in formats prescribed by the Mission Directorate from time-to-time, indicating the cumulative achievement monthly and upto the end of the quarter and key issues in implementation.

6 Payment Schedule and Terms of Condition

- 6.1 The last installment of training cost to be released only after successful placement of microenterprise development and tracking for 6 months post successful completion of the training:

Sl. No.	Deliverables	Percentage of Payment
1	1st Installment: <ul style="list-style-type: none"> • Finalization of list of beneficiaries. After commencement of training and certified from the STP to CMMU/ULB/DUDA. • STP should provide the inception report of the training in which they insured the 10 days attendance of each trainees out of 15 days training. 	30 % of the contract value
2	2nd Installment: <ul style="list-style-type: none"> • On successful completion of training of respective batches and documentary proof of certification and placement process initiation. • On completion of training and submission of completion report along with photograph of trainees including details of conducted the training. • submission of detail assessment reports and all photo copy of certificates of trainees and placement details which includes appointments letter from employers and beneficiaries undertaking for self employment including bank financing details. Note - on the basis of the above the 50% training cost would be release only for those trainees who have got the certificate after successful assessment	50% of the contract value

	<p>criteria of the trainees shall be taken in account for releasing the second installment.</p> <p>The training provider can enroll the candidates failing the assessment for repeat the training for certification and placement. However, the re-training and their assessment cost of such candidates shall be borne by the STP.</p>	
3	<p>3rd Installment:</p> <ul style="list-style-type: none"> • 50% placement (job-placement or setting up self-enterprise) of the trainees of the respective trade in the suitable organization and completion of 6 months of engagement. • Submission of all relevant reports and issue of certification in support of the same, along-with self certified undertaking and bank financing details for self employment and salary certificate from the employer signed by the concerned beneficiary. • Trainee wise monthly tracking report for 6 month (prescribed and agreed format) on handholding support to the candidate placed in different agencies. <p>Note - The STP shall work towards providing job-placement or setting up self-enterprise for all the successful candidates. It is mandatory for the STP to provide placement / set-up support to self-enterprise for minimum 50% of overall target trainees, inability to do so shall result into suitable penalty as provided in the terms & conditions of the contract with STPs.</p>	20 % of the contract value

7 Cost Norms

- 7.1 The maximum cost support provided for training under EST&P is Rs. 15,000/- per candidate. However, the cost of training may vary based on the course curriculum, infrastructure and materials needed for the course, course duration, etc. The training cost will include cost of candidate mobilization, curriculum design, trainer's fees, raw materials required for training, assessment & certification, placement linkage, MIS and post-placement tracking of the candidates. Payment to the Training Provider/Agency will be made as per the based on sector wise tread of training hours. List of sector wise courses, minimum eligibility, duration (Hours) & Cost Category for Core Skills given in **Annexure -H**

8 Training Cost

- 8.1 The Training Cost for each Category be explained as follows:

S. No.	Cost Category	Training Cost including soft skill component cost (per trainee per hour in INR)
1	A	27.50/-
2	B	22.50/-

- Skill Development Initiative Scheme (SDIS) based on MODULAR EMPLOYABLE SKILLS List of MES Courses approved by NCVT (As on 11-09-2014).

9 Geographical Coverage

- 9.1 NULM will be implemented in 82 towns in the state. The potential individual will be identified and mobilized for skill training, placement and certification. The following table indicates Urban Local Bodies (ULB) wise candidates to be identified for the skill training.

Sl. No.	Name of the District	Sl. No.	Name of the Urban Local Bodies (ULB)/Cities
1	LUCKNOW	1	LUCKNOW (M Corp.)
2	KANPUR NAGAR	2	KANPUR (M Corp.)
3	GHAZIABAD	3	GHAZIABAD (M Corp.)
		4	LONI (NPP)
		5	MODINAGAR (NPP)
4	AGRA	6	AGRA (M Corp.)
5	MEERUT	7	MEERUT (M Corp.)
6	VARANASI	8	VARANASI (M Corp.)
7	ALLAHABAD	9	ALLAHABAD (M Corp.)
8	BAREILLY	10	BAREILLY (M Corp.)
9	MORADABAD	11	MORADABAD (M Corp.)
10	ALIGARH	12	ALIGARH (M Corp.)
11	SAHARANPUR	13	SAHARANPUR (M Corp.)
12	GORAKHPUR	14	GORAKHPUR (M Corp.)
13	JHANSI	17	JHANSI (M Corp.)
14	FIROZABAD	15	FIROZABAD (NPP)
		16	SHIKOHABAD (NPP)
15	MUZAFFARNAGAR	18	MUZAFFARNAGAR (NPP)
16	MATHURA	19	MATHURA (NPP)
17	SHAHJAHANPUR	20	SHAHJAHANPUR (NPP)
18	RAMPUR	21	RAMPUR (NPP)
19	MAU	22	MAUNATH BHANJAN (NPP)
20	FARRUKKHABAD	23	FARRUKKHABAD (NPP)
21	HAPUR	24	HAPUR (NPP)
22	ETAWAH	25	ETAWAH (NPP)
23	MIRZAPUR	26	MIRZAPUR (NPP)
24	BULANDSHAHR	27	BULANDSHAHR (NPP)
		28	KHURJA (NPP)
25	SAMBHAL	29	SAMBHAL (NPP)
		30	CHANDAUSI (NPP)
26	AMROHA	31	AMROHA (NPP)
27	HARDOI	32	HARDOI (NPP)
28	FATEHPUR	33	FATEHPUR (NPP)

29	RAEBARELI	34	RAEBARELI (NPP)
30	JALAUN	35	ORAI (NPP)
31	BAHRAICH	36	BAHRAICH (NPP)
32	JAUNPUR	37	JAUNPUR (NPP)
33	UNNAO	38	UNNAO (NPP)
34	SITAPUR	39	SITAPUR (NPP)
35	FAIZABAD	40	FAIZABAD (NPP)
36	BANDA	41	BANDA (NPP)
37	BADAUN	42	BADAUN (NPP)
38	LAKHIMPUR KHERI	43	LAKHIMPUR KHERI (NPP)
39	HATHRAS	44	HATHRAS (NPP)
40	MAINPURI	45	MAINPURI (NPP)
41	LALITPUR	46	LALITPUR (NPP)
42	DEORIA	47	DEORIA (NPP)
43	PILIBHIT	48	PILIBHIT (NPP)
44	GHAZIPUR	49	GHAZIPUR (NPP)
45	ETAH	50	ETAH (NPP)
46	BASTI	51	BASTI (NPP)
47	GONDA	52	GONDA (NPP)
48	AMBEDKAR NAGAR	53	AKBARPUR (NPP)
49	AZAMGARH	54	AZAMGARH (NPP)
50	SULTANPUR	55	SULTANPUR (NPP)
51	SHAMLI	56	SHAMLI (NPP)
52	BALLIA	57	BALLIA (NPP)
53	KASGANJ	58	KASGANJ (NPP)
54	MAHOBA	59	MAHOBA (NPP)
55	BIJNOR	60	BIJNOR (NPP)
56	GAUTAM BUDDH NAGAR	61	DADRI (NPP)
57	AURAIYA	62	AURAIYA (NPP)
58	KANNAUJ	63	KANNAUJ (NPP)
59	BALRAMPUR	64	BALRAMPUR (NPP)
60	BARABANKI	65	NAWABGANJ (NPP)
61	PRATAPGARH	66	PRATAPGARH (NPP)
62	CHITRAKOOT	67	CHITRAKOOT DHAM KARVI (NPP)
63	BAGPAT	68	BAGPAT (NPP)
		69	BARAUT (NPP)
64	KUSHINAGAR	70	PADRAUNA (NPP)
65	SANT KABIR NAGAR	71	KHALILABAD (NPP)
66	SONBHADRA	72	RABERTSGANJ (NPP)

67	HAMIRPUR	73	HAMIRPUR (NPP)
68	MAHARAJGANJ	74	MAHARAJGANJ (NPP)
69	SIDDHARTH NAGAR	75	SIDDHARTH NAGAR (NPP)
70	SHRAWASTI	76	BHINGA (NP)
71	CHANDAULI	77	CHANDAULI (NP)
		78	MUGHALSARAI (NPP)
72	KANPUR DEHAT	79	AKBARPUR (NP)
73	KAUSHAMBI	80	MANJHANPUR (NP)
74	AMETHI	81	AMETHI (NP)
75	BHADOHI	82	GAYANPUR (NP)
	75 District		82 Cities/ULBs

Annexure D : High Growth Skill Sector in Uttar Pradesh

1. AUTOMOTIVE REPAIR SECTOR
2. BANKING & ACCOUNTING SECTOR
3. BEAUTY CULTURE & HAIR DRESSING SECTOR
4. SPA & WELLNESS SECTOR
5. CARPET
6. ELECTRICAL
7. RENWABLE ENERGY
8. ELECTRONICS
9. FABRICATION
10. GARMENT MAKING
11. FASHION DESIGN
12. GEM AND JEWELLERY
13. HOSPITALITY
14. INFORMATION AND COMMUNICATION TECHNOLOGY
15. MEDICAL AND NURSING
16. PLASTIC PROCESSING
17. PRINTING
18. REFRIGERATION & AIR CONDITIONING
19. RETAIL
20. TOY MAKING
21. INDIAN SWEETS, SNACKS AND FOOD
22. PAINT
23. CONSTRUCTION
24. SECURITY
25. WOOD WORK
26. MEDIA
27. FOOD PROCESSING & PRESERVATION
28. LEATHER & SPORTS GOODS
29. AGRICULTURE
30. TRAVEL & TOURISM
31. SOFT SKILLS
32. COURIER & LOGISTICS
33. INSURANCE
34. MATERIAL MANAGEMENT
35. HANDMADE PAPER & PAPER PRODUCTS
36. HOME DÉCOR – ART JEWELLERY
37. ALLIED HEALTH CARE

ANNEXURE E : DRAFT AGREEMENT/CONTRACT DOCUMENT

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: Appointment of Training Providers under NULM
CONTRACT NUMBER: [Please insert project number]
THIS CONTRACT is made BETWEEN: Mission Director, State Urban Livelihood Mission, Uttar Pradesh (hereinafter referred to as 'the Client')
AND: [name of Training Provider] (hereinafter referred to as 'the Training Provider')
[Please insert the name of the Training Provider's representative and communication address of the Training Provider]

WHEREAS:

A. the Client requires the Training Provider to provide the services as defined in Section 4 ('the Services') on behalf of the Mission Director, State Urban Livelihood Mission (SULM), Uttar Pradesh ('the Client'); and

B. the Training Provider has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Terms of Reference

This Contract constitutes the entire agreement between the Parties in respect of the Training Provider's obligations and supersedes all previous communications between the Parties. The agreement between parties will be signed on the basis of ToR. In case any problem/conflict will arise in General Conditions. The ToR can be final binding the parties.

2. Signing of Contract / Agreement

Promptly after notification, the training providers are required to sign the Contract/Agreement as per notification order issued by respective CPO, CMMU.

3. Commencement and Duration of the Services

The Training Provider shall start the Services on [insert start date] ('the Start Date') and shall complete them by [insert end date] ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Time of the Essence

Time shall be of the essence as regards the fulfillment by the Training Provider of its obligations under this Contract.

For and on behalf of Client

Name: Date:

For and on behalf of Training Provider

Name: Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF AGREEMENT/CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 'the Training Provider' means the person(s) or company (ies) with whom this Contract is placed after technical evaluation.
- 1.2 'the Training Provider's Representative' means the person who is responsible for all contractual aspects of the Contract on behalf of the Training Provider.
- 1.3 'the Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- 1.4 'the Services' means the services set out in the Terms of Reference (Section 3).
- 1.5 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 1.6 'Contract' means the Contract Agreement entered into between the Client and the Training Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 1.7 'GCC' means General Conditions of the Contract.

2. Interpretation

- 2.1. In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) shall prevail.
- 2.2 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Training Provider or any of the Training Provider's Personnel.
- 2.3 All communications by the Training Provider relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 1.

OBLIGATIONS OF THE TRAINING PROVIDER

3. Obligations

- 3.1 The Training Provider shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1 All members of the Training Provider's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Training Provider complies with all the Training Provider's obligations under this Contract.
- 4.2 The Training Provider is responsible for all acts and omissions of the Training Provider's Personnel and for the health, safety and security of such persons and their property.

5. Disclosure of Information

- 5.1 The Training Provider and the Training Provider's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

6. Intellectual Property Rights

- 6.1 Subject to Clause 6.2, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software)

specially developed by the Training Provider or the Training Provider's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of DUDA/CMMU/ULB and the Client.

- 6.2 The Training Provider hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.
- 6.3 The Training Provider undertakes that commercial off-the-shelf licensed software that is not covered by Clause 6.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 6.1 and 6.2.
- 6.4 To the extent that it does not interfere with rights granted under Clause 6.2, ownership of intellectual property in Software created by the Training Provider or the Training Provider's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Training Provider.
- 6.5 For the purpose of Clause 6.2, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

7. Confidentiality

- 7.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
 - a) Information that is already known to third parties without breach of this Contract; and
 - b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

8. Access and Audit

- 8.1 The Training Provider shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, and the Training Provider shall keep the Records throughout the duration of this Contract and for five years following its termination.
- 8.2 The Training Provider shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Training Provider shall co-operate fully in providing to the Client or its representatives answers to such enquiries as may be made about the Records.
- 8.3 Where it is found by the Client that any overpayment has been made to the Training Provider, the Training Provider shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

9. Corruption, Commission and Discounts

- 9.1 The Training Provider warrants and represents to the Client that neither the Training Provider nor any of the Training Provider's Personnel:
 - a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favor or disfavour to any person or entity in relation to any contract; or
 - b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Training Provider or Training Provider's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

- 9.2. Neither the Training Provider nor any of the Training Provider's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

10. Conflict of Interest

- 10.1 Neither the Training Provider nor any of the Training Provider's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 11.2 The Training Provider and the Training Provider's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

PAYMENT

11. Payments

- 11.1 Subject to the Client being satisfied that the Training Provider is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice/report
- 11.1 If for any reason the Client is dissatisfied with performance of this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 11.3 Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

FORCE MAJEURE AND TERMINATION

12. Force Majeure

- 12.1 Where the performance by the Training Provider of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Training Provider and against which an experienced Training Provider could not reasonably have been expected to take precautions, the Training Provider shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 12.2 From the date of receipt of notice given in accordance with Clause 12.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 12.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

13. Suspension or Termination without Default of the Training Provider

- 13.1 The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Training Provider and giving the reason(s) for such suspension or termination.
- 13.2 Where this Contract has been suspended or terminated pursuant to Clause 13.1, the Training Provider shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
 - b) provide to the Client, not more than 60 days after the Client notifies the Training Provider of the suspension or termination of this Contract an account in writing, stating:
 - i) any costs due before the date of suspension or termination;

ii) any costs incurred by the Training Provider after the date of suspension or termination, which the Training Provider necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

13.3 Subject to the Client's approval, the Client shall pay such amount to the Training Provider within 30 days of receipt from the Training Provider of an Invoice/report in respect of the amount due.

14. Suspension or Termination with Default of the Training Provider

14.1 The Client may notify the Training Provider of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Training Provider to remedy that dissatisfaction and the time within which it must be completed.

14.2 Where this Contract is suspended under Clause 14.1 and the Training Provider subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

14.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

a) the Training Provider or any member of the Training Provider's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or

b) the Training Provider or any member of the Training Provider's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 9 of this Contract.

14.4 Where this Contract is terminated in accordance with this Clause, the Training Provider shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

GENERAL PROVISIONS

15. Variations

15.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No. ____'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 3.

16. Assignment

16.1. The Training Provider shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Training Provider, any of its rights or obligations under this Contract or any part, share or interest therein.

17. Limit of Liability

17.1. Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Training Provider or the Training Provider's Personnel the Training Provider's liability under this Contract shall be subject to the amount of the Financial Limit.

18. Law and Jurisdiction

18.1. This Contract shall be governed by the laws of Republic of India.

19. Amicable Settlement

19.1. This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this

Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

19.2. The decision of the arbitrator shall be final and binding on both Parties.

19.3. The place of arbitration shall be Client's City.

SECTION 3 : TERMS OF REFERENCE (ToR) AND TRAINING PROVIDERS PERSONNEL SCHEDULE

[Terms of Reference – as in Annexure C]

Annexure - F : Minimum Specification for Training Centre Infrastructure

Particulars	Specification for Minimum Infrastructure
Theory Class Room	With minimum capacity of 30 chairs
	White/Black board -1
	Notice Board -1
	Almirah -1
Practical Class Room	(A) In case of computer related courses: (IT related course 1 computer : 4 student)
	(B) In case of other courses: Tools and equipment, infrastructure as per the norms of NCVT
	(C) Common Infrastructure: for all trainings
Other Facilities	Drinking water
	Separate wash room for boys and girls
	Electricity (Lights & Fans)
	Rooms should have proper ventilation etc.
Study Material	Handbook related to course which may include audio, video aids, books etc.
	Motivational story books
	Magazine
	News papers
Documentation	Attendance register
	Visitor register
	Trainees assessment report
	Bio-metric machine
	Training feedback form

Annexure - G : Format for Performance Guarantee

To
Mission Director,
State Urban Livelihood Mission (SULM)' Uttar Pradesh
Nav Chetna Kendra, 10 Ashok Marg, Lucknow – 226 001
Phone: 0522-2286709 Fax- 0522-2286711

WHEREAS _____ (hereinafter called "Training Provider"), in pursuance of your Letter No. _____ (refer Letter of Invitation) dated _____ to provide the services as mentioned in the Scope of Work in the RFP No. _____ to Mission Director, State Urban Livelihood Mission (SULM) Uttar Pradesh. on terms and conditions set forth in the said letter.

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Agreement or of the services to be performed there under or of any of the Agreement documents which may be made between you and the Private Training Partner shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signature and Seal of the Guarantor _____ In presence of

Name and Designation

1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address

2. _____

(Name, Signature & Occupation)

Date _____

Address

Annexure - H : List of Sector wise Courses

Not- STP are required to provide 30 hours Soft Skill training to all the trainings under EST&P as per guideline of NULM as per details provided in ToR point no. 5.5 for soft skills & 5.8 Course/Training Duration without any additional payment.

S. No.	MES Course Code	Sector / Course Name	Minimum Educational Qualification (MES Code)	Duration of Training (Hours)	Training Cost Category
1	AUR	AUTOMOTIVE REPAIR SECTOR	Minimum age-14 years		
1	AUR701	Basic Automotive Servicing 2 wheeler 3 wheeler	5th	500	A
2	AUR702	Basic Automotive Servicing 4 wheeler	5th	500	A
3	AUR703	Driver cum Mechanic	5th	540	A
4	AUR704	Bicycle and Tricycle repair	5th	500	A
2	BAN	BANKING & ACCOUNTING SECTOR	Minimum age-14 years		
5	BAN101	Accounting	12th	450	B
6	BAN103	Banking Sales Representative	10th, 16 yrs.	180	B
7	BAN104	Mutual Fund Associate	10th, 16 yrs.	200	B
3	BEA	BEAUTY CULTURE & HAIR DRESSING SECTOR	Minimum age-14 years		
8	BEA701	Beauty Therapy and Hair Styling level - 1	10th	500	A
9	BEA703	Integrated Course in Hair, Skin and Make-Up	8th	545	A
10	BEA704	Nail Technology	10th	240	A
11	BEA705	Bridal Make-up Artist	8th	300	A
4	SPW	SPA & WELLNESS SECTOR	Minimum age-14 years		
12	SPW702	Spa Therapy Level - 2	10th	480	A
13	SPW703	Ayurveda Spa Therapist	10th	500	A
5	CAR	CARPET	Minimum age-14 years		
14	CAR106	Hand tufted Carpet Manufacturing	5th	240	A
15	CAR214	Entrepreneurship & Export Management	5th+ any one of MES level I course	240	A
6	ELE	ELECTRICAL	Minimum age-14 years		
16	ELE701	Electrician Domestic	8th	540	A
17	ELE703	Electrical Winder	8th & 14 yrs.	540	A
7	REN	RENEWABLE ENERGY	Minimum age-14 years		
18	RNE701	Solar electric System Installer & Service Provider	8th & 18 yrs.	500	A
19	RNE702	Solar Hot Water System installer (Domestic system upto 2000L)- including servicing	8th & 18 yrs.	500	A
8	ELC	ELECTRONICS	Minimum age-14 years		

20	ELC701	Repair & Maintenance of Domestic Electronic Appliances	8th	520	A
21	ELC702	Repair & Maintenance of Office Electronic Equipment	8th	520	A
22	ELC703	Repair & maintenance of Personal electronic devices	8th	520	A
23	ELC704	Operation & Maintenance of Physiotherapy Equipment	8th + should be able to read & write English	200	A
24	ELC705	Operation & Maintenance of ECG & ICCU Instruments	8th + should be able to read & write English	200	A
25	ELC706	Operation & Maintenance of X-Ray Machine & Dark room Assistance	8th + should be able to read & write English	240	A
26	ELC707	Operation and Maintenance of Clinical Equipment	8th + should be able to read & write English	200	A
10	FAB	FABRICATION	Minimum age-14 years		
27	FAB702	TIG Welder	8th + FAB 701	300	A
28	FAB703	CO2 Welder	8th + FAB 701	300	A
29	FAB706	Welder (Repair & Maintenance)	8th	500	A
30	FAB708	Pipe Welder (TIG & MMAW)	8th + FAB 701	300	A
31	FAB709	Sheet Metal Worker (Panels, Cabins & Ducts)	8th	500	A
11	GAR	GARMENT MAKING	Minimum age-14 years		
32	GAR501	Hand Embroider	5th	520	A
33	GAR505	Garment Packer/ Ironer/ Fusing Technician	5th	360	A
34	GAR603	Computerized Embroidery Techniques	8th	360	A
35	GAR511	Ornamentalist – Hand Work specialist- Applique	5th	520	A
36	GAR512	Ornamentalist – Hand Work specialist- Patch Work	5th	520	A
37	GAR514	Tailor (Basic Sewing Operator)	5th	270	A
38	GAR516	Industrial Sewing Machine Operator	5th	360	A
12	FAD	FASHION DESIGN	Minimum age-14 years		
39	FAD705	Batik Printing Specialist	7th	500	A
40	FAD706	Tie and Dye Specialist	7th	500	A
41	FAD707	Block Printer	7th	500	A
42	FAD708	Accessories Designing	7th	500	A
13	GEM	GEM AND JEWELLERY	Minimum age-14 years		
43	GEM101	Gem Cutting Assistant	8th	180	A
44	GEM102	Foundation Course for Jewellery	8th	120	A
45	GEM 532	Jewellery Designer	8th	320	A
46	GEM634	Constume Jewellery Maker	8th & 15 years	320	A

			of age		
14	HOS	HOSPITALITY	Minimum age-14 years		
47	HOS701	Cook (General)	5th	520	A
48	HOS702	Cook (Continental)	5th	520	A
49	HOS703	Cook (Indian Cuisine)	5th	520	A
50	HOS704	Housekeeper	5th	520	A
51	HOS709	Food & beverages Service	5th	520	A
52	HOS610	Front office cum receptionist	10th	520	A
15	ICT	INFORMATION AND COMMUNICATION TECHNOLOGY	Minimum age-14 years		
53	ICT701	Accounts Assistant using Tally	10th	500	A
54	ICT702	DTP and Print Publishing Assistant	10th	500	A
55	ICT703	Computer Hardware Assistant	10th	500	A
56	ICT705	BPO- Non Voice	10th	500	A
57	ICT706	BPO Voice	10th	500	A
16	MED	MEDICAL AND NURSING	Minimum age-14 years		
58	MED101	Bedside Assistant	8th	450	A
59	MED103	Dietician Assistant	8th	270	A
60	MED104	Inoculator	8th	300	A
61	MED121	Dental Mechanic	10th	300	A
62	MED122	Optician	8th	120	A
63	MED124	Pharmacy Assistant	10th	180	A
64	MED126	Yoga Therapist	10th	360	A
65	MED128	Naturopathist- I	10th	360	A
66	MED131	Dialysis Assistant	12th & 18 years of age	450	A
67	MED132	Medical Record Technician	12th & 18 years of age + computer basics	450	A
68	MED133	Health Care Multipurpose Worker	10th & 18 years of age	450	A
69	MED134	Nursing Aides	10th & 14 yrs. of age	400	A
17	PLA	PLASTIC PROCESSING	Minimum age-14 years		
70	PLA101	Basic Fitting & Measurement	5th	120	A
71	PLA102	Basic Electrical Joints & Fitting	5th	120	A
18	PRI	PRINTING	Minimum age-14 years		
72	PRI701	Book Binder	8th	500	A
19	REF	REFRIGERATION & AIR CONDITIONING	Minimum age-14 years		
73	REF701	Repair and Maintenance of Central Air Conditioning Plant	5th	500	A
74	REF703	Repair and Maintenance of Refrigerator	5th + REF101	500	A

75	REF704	Repair & maintenance of Automobile Air Conditioning	5th +REF101	500	A
76	REF706	Repair and maintenance of Window and Split A.C	8th +REF101	500	A
20	RET	RETAIL	Minimum age-14 years		
77	RET101	Sales Person (Retail)	10th	180	B
78	RET104	Sales Person (Door to Door)	10th	180	B
21	TOY	TOY MAKING	Minimum age-14 years		
79	TOY101	Pattern & Mould Maker (Soft Toy)	5th	240	A
80	TOY102	Cutter & Fixer of Toys Parts (Soft Toy)	5th	180	A
81	TOY103	General Sewing m/c Operator (Soft Toy)	5th	360	A
22	SWE	INDIAN SWEETS, SNACKS AND FOOD	Minimum age-14 years		
82	SWE101	Attendant-Ethnic Indian Sweets, Snacks & Food	5th	300	A
83	SWE214	Assistant Craftsman-North Indian Food	5th+SWE 101	210	A
23	PAI	PAINT	Minimum Age-14 years		
84	PAI101	Painter Assistant/helper	5th	90	A
85	PAI202	Wall Painter	5th+ PAI 101	120	A
86	PAI203	Wood Painter	5th+ PAI 101	180	A
87	PAI204	Metal Surface Painter	5th+ PAI 101	150	A
88	PAI205	Spray Painter	5th+ PAI 101	90	A
24	CON	CONSTRUCTION	Minimum Age-18 years		
89	CON702	Assistant Shuttering Carpenter & Scaffolder	5th	300	A
90	CON 703	Assistant Bar Bender & Steel Fixer	5th	500	A
91	CON 708	Bar- Bender	5th	500	A
92	CON 709	Building Carpenter	5th	300	A
93	CON 710	Conventional shuttering carpenter	5th	300	A
94	CON 714	Mason	5th	500	A
95	CON 715	Plumber	5th	500	A
96	CON 716	Scaffolder	5th	300	A
97	CON 720	Assistant Technician Dry Wall & False Ceiling	5th	500	A
25	SEC	SECURITY	Minimum age -16 Years		
98	SEC101	Personal Security Guard	8th	150	A
99	SEC102	Industrial Security Guard	8th	150	A
100	SEC103	Event/Conference Security guard	8th	150	A
101	SEC501	Security Guard	10th & age 18-45 yrs.	300	A
26	WOO	WOOD WORK	Minimum age-14 Years		
102	WOO101	Basic Wood Work	5th	270	A
103	WOO202	Wooden Furniture	5th+WOO101	270	A

27	MDA	MEDIA	Minimum age- 14 Years		
104	MDA101	Digital Camera Photography	8th	90	A
105	MDA102	Videography	8th	90	A
106	MDA104	Digital Audio Recording	10th	200	A
28	FOO	FOOD PROCESSING & PRESERVATION	Minimum age- 14 Years		
107	FPP701	Fruits & Vegetables Processing	10th	500	A
108	FPP702	Baker & Confectioner	8th	500	A
29	LEA	LEATHER & SPORTS GOODS	Minimum age- 14 Years		
109	LEA101	Leather & Rexene Goods Maker	5th	240	A
110	LEA103	Leather Garments Maker	8th	480	A
111	LEA104	Leather & Sports Goods Maker	8th	480	A
30	AGR	AGRICULTURE	Minimum age- 16 Years		
112	AGR101	Basic Tractor Servicing	5th	150	A
113	AGR132	Mushroom Cultivation	5th+ 14 yrs. of age	90	A
114	AGR137	Vermiculturing & Vermicomposting	5th+ 14 yrs. of age	90	A
31	TRV	TRAVEL & TOURISM	Minimum age- 16 Years		
115	TRV601	Ticket Reservation Assistant	10+2	520	B
116	TRV703	Tour Agent and Travel Operator	10+2	520	B
117	TRV704	Tour Guide for International Tourist	10+2	520	B
32	SS	SOFT SKILLS	Minimum age – 14 Years		
118	SS102	Spoken English and Communication Skill	7th	180	B
33	COL	COURIER & LOGISTICS	Minimum age – 14 Years		
119	COL102	Courier	8th	120	B
120	COL104	Office Assistant	10th	240	B
34	INS	INSURANCE	Minimum age – 14 Years		
121	INS104	Insurance Sales Associate	Graduation or Equivalent, 21 yrs.	480	B
35	MAM	MATERIAL MANAGEMENT	Minimum age – 18 Years		
122	MAM101	Store Attendant	8th	180	B
123	MAM104	Assistant Storekeeper	12th	300	B
124	MAM205	Storekeeper	12th+MAM 104	300	B
36	PAP	HANDMADE PAPER & PAPER PRODUCTS	Minimum age – 14 Years		
125	PAP101	Manufacturing of Envelopes	5th	80	B

126	PAP102	Manufacturing of Donnas and Plates	5th	120	B
	JEW	HOME DÉCOR – ART JEWELLERY	Minimum age-14 yrs.		
127	JEW101	Imitation Jewellery Kit Maker	5th	80	A
128	JEW105	Bridal Jewellery Set maker	5th	320	A
37	AHC	ALLIED HEALTH CARE	Minimum age-14 yrs.		
129	AHC101	General Duty Attendant (GDA)	8th	240	B
130	AHC104	Domestic Assistant – Elderly Care	8th	240	B

- Skill Development Initiative Scheme (SDIS) based on MODULAR EMPLOYABLE SKILLS List of MES Courses approved by NCVT (As on 11-09-2014).
- Please refer to the website www.dget.nic.in for curriculum and other details.