

**Invitation
For Expression of Interest (EOI)**

**E-Procurement Portal
EOI Reference No:-CGBOCW/RPL 2025-26**



TENDER YEAR 2025-26

**Invitation for Expression Of Interest To Empanel Training Service
Provider To Provide Skill Training For CGBOCW Board Registered
Workers & Their Dependents**

**Issued By: -Chhattisgarh Building and Other Construction Workers' welfare board
(Labour Department Government Of Chhattisgarh)**

**Add.- Office Complex, First Floor Block-A Ekatm Path, Sector 24,
Nawa Raipur, Atal Nagar (Chhattisgarh)**

Pin Code- 492002

Email:-Secretaryboc@gmail.com, Phone no.- 0771-2971063

E-Procurement Portal website-<http://eproc.cgstate.gov.in>

E -TENDER**Expression of interest for training partners empanelment in
Chhattisgarh Building And Other Construction Workers' Welfare Board**

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Chhattisgarh Building and Other Construction Workers' Welfare Board, office add.- office complex, first floor block- a Ekatm path, sector 24 Nawa Raipur Atal Nagar (C.G.) Pin.- 492002 invites online **Expression of Interest (EOI) for empanelment of training partner under Recognition of Prior Learning (RPL)** within PMKVY guidelines for skills development of construction workers and their dependents registered under CGBOCW.

E TENDER through - (<https://eproc.cgstate.gov.in>)

TENDER SPECIFICATION	
PROJECT TYPE:- Facilitation of training program under the Recognition of Prior Learning (RPL) under the Pradhan Mantri Kaushal Vikas Yojna (PMKVY) Guidelines.	
1. Eligible training partners:	refer to Section "A"
2. Total training targets:	as decided by CGBOCW for a particular financial year.
3. Method of conduct:	refer to Section "B"
4. EOI number:	-.....
5. Mode of EOI submission:	online through e-procurement portal (https://eproc.cgstate.gov.in)
6. EOI start date:-	17-10-2025
7. Pre bid date & place:-	06-11-2025 Time- 12:00 PM (OFFLINE MODE CGBOCW OFFICE)
8. Last date of proposal acceptance at CG BOCW:-	Date-18-11-2025 TIME-12:00 PM
9. Date of opening EOI and place:	Date-18-11-2025 TIME-02:00 PM
10. Tender duration:	02 years
11. Approved course/ job roles:-	Bar-bending Assistant Masonry Masonry Shuttering Carpentry Plumbing Painting Scaffolding Please note: The above job roles may be changed as per requirements from time to time, at the sole discretion of the CG BOCW.
12. Terms of references:	refer to Section "C"
13. Earnest money deposit (EMD):	INR 15 Lakh (Rupees- Fifteen Lakh Only) in the form of D.D in favour of " Chhattisgarh Building And Other Construction Workers' Welfare Board, " Nawa Raipur, Atal Nagar. (EMD BEFORE DATE-18-11-2025 TIME-12:30 PM SUBMITTED CGBOCW OFFICE OFFLINE MODE)
14. EOI form cost:	INR 10,000/- (Rupees- Ten thousand only) payable through online payment at online through E-procurement portal - https://eproc.cgstate.gov.in (Non-refundable amount)
15. Nodal in charge for any queries regarding EOI:	1. Name & designation of the nodal in charge: PLANNING OFFICER 2. Contact number: 0771-2971063 3. E-mail id:- secretaryboc@gmail.com
16. Address for communication:-	The Secretary- Chhattisgarh Building and Other Construction Workers' Welfare Board , Office Complex, First Floor Block-A, Ekatm Path, Sector-24 Nawa Raipur, Atal Nagar- 492002 Email id: secretaryboc@gmail.com

Please Note: Any amendment in the EOI document from time to time shall be notified on the E tender website: <https://eproc.cgstate.gov.in> only.

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PLEASE NOTE: This EOI document comprises 51 pages in total. Agencies are requested to go through each and every page of the EOI document carefully.

The information contained in this Expression of Interest document ("EOI") or subsequently provided to Agencies, whether verbally or in documentary or any other form by or on behalf of the **Chhattisgarh Building and Other Construction Workers' Welfare Board**, (hereinafter referred to as the CGBOCW/Authority) or any of its employees or advisers, is provided to Agencies on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement or an offer by the Authority to the prospective Agencies or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this EOI. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI.

The assumptions, assessments, statements, and information contained in this EOI may not be complete, accurate, adequate or correct. Each Agency should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Agencies may be on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Agency under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process. The Authority also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Agency upon the statements contained in this EOI. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that the Authority is bound to select an Agency or to appoint the selected Agency, as the case may be, for the mentioned services, and the Authority reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Agency, and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Agency in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.

- A. **Agency:** Agencies must be the Central Government, State Government, Public Sector unit, or Company registered under the Companies Act 1956/ 2013, proprietorship, Society Registration Act, or trust registered under the Indian Trust Act or Cooperative Society, and must have experience in Construction Sector skill Training or RPL Training. (Joint venture/ Consortium will not be applicable.)
- B. **Tendering Authority:** means Secretary, Chhattisgarh Building & Other Construction Workers' Welfare Board,
- C. **Services:** The services that are required to run the project successfully under the Contract/ Project.
- D. **Training Provider:** Training providers (TPs) are for-profit entities working in skill training, which would be involved in conducting training of construction workers
- E. **EOI:** Expression Of Interest/Tender
- F. **Trainee:** BOCW Registered Worker/Candidate
- G. **Empanelment:** Award of Contract
- H. **Project Value/Cost:** Work Order Value
- I. **Agreement:** Contract
- J. **Construction Sector:** means the construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings, streets, roads, railways, tramways, airfields, irrigation, drainage, embankment and navigation works, flood control works (including storm water drainage works), generation, transmission and distribution of power, water works (including channels for distribution of water), oil and gas installations, electric lines, wireless, radio, television, telephone, telegraph and overseas communications, dams, canals, reservoirs, watercourses, tunnels, bridges, viaducts, aqueducts, pipelines, towers, cooling towers, transmission towers and such other work as may be specified in this behalf by the appropriate Government, by notification but does not include any building or other construction work to which the provisions of the Factories Act, 1948 (63 of 1948), or the Mines Act, 1952 (35 of 1952), apply; or Construction category notified by other state Building & other construction Workers' welfare board.

1. MoLE:	Ministry of Labour and Employment
2. MSDE:	Ministry of Skill Development and Entrepreneurship
3. NSDC:	National Skill Development Council
4. PMKVY:	Pradhan Mantri Kaushal Vikas Yojana
5. NSQF:	National Skill Qualification Framework
6. BOCW:	Building and other Construction Workers
7. SSC:	Sector Skill Council
8. TP:	Training provider/ Training Partner
9. QP:	Qualification pack
10. SDMS:	Skill Development Management System
11. EOI:	Expression Of Interest
12. DD:	Demand Draft
13. EMD:	Earnest Money Deposit
14. CGBOCW:	Chhattisgarh Building and other Construction Workers' Welfare Board
15. WO:	Work Order
16. FY:	Financial Year
17. LOI:	Letter of intent
18. EXP:	Experience
19. CG:	State of Chhattisgarh
20. PSU:	Public Sector Unit
21. CSDCI:	Construction Skill Development Council of India
22. TOT:	Training of Teachers
23. MOA:	Memorandum of Article
24. AOA:	Addendum of Article
25. GST:	Goods and Services Tax.
26. SPR:	Satisfaction Performance Report.
27. UDIN:	Unique Document Identification Number.
28. CA:	Chartered Accountant.
29. DGET:	Directorate General Of Training

SECTION - “A”

Introduction And Background

1. About Tendering Authority

Chhattisgarh Building and Other Construction Workers' Welfare Board was constituted on 05-09-2008 as per provisions under “The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996”. The major functions of the board are to register the construction workers in the state of Chhattisgarh, frame welfare schemes for these construction workers, and provide them with financial benefits under these schemes.

Once a construction worker gets registered with the Board, they become eligible for benefits under various welfare schemes. The mission of the Board is to uplift the living standards of the construction workers and their family members, in the State of Chhattisgarh, by providing them basic amenities and adequate welfare measures after enrolling them as beneficiaries with the Board and providing them benefits by way of direct transfer through DBT, under various welfare schemes of the board in a very transparent and efficient manner. The main source of income of the Board is the cess levied and collected under the Cess Act, and the registration and contribution fee received from the registered construction workers.

2. EOI Description

Chhattisgarh Building and Other Construction Workers Welfare Board (CGBOCW) invites Expression of Interest for **Empanelment of Training Service Providers under "Mukhyamantri Nirman Majdur Kaushal Vikas Evam Pariwar Sashaktikaran Yojna"** for registered construction workers and their dependents". The Chhattisgarh Building and Other Construction Workers' Welfare Board, deals with the welfare of BOCW workers in Chhattisgarh. The BOCW workers are the most vulnerable segment of the labour workforce. Most of the BOCW workers have migrated from different regions and states, leaving their native villages in search of daily job. This initiative aims to enhance the employability and livelihood opportunities of registered construction workers and their dependents above 18 years. The program focuses on offering industry-relevant training aligned with recognized standards to equip beneficiaries with practical skills for better job prospects. Eligible TSPs are expected to deliver high-quality training in various trades, ensuring measurable outcomes and compliance with the welfare board's objectives to promote sustainable economic empowerment.

The complete EOI document has been published on <https://eproc.cgstate.gov.in> for the purpose of downloading. The downloaded EOI document shall be considered valid for participation in the electronic EOI process, subject to the submission of the required EOI document fee and EMD. Agencies or authorized signatory of the Agencies shall submit their proposal online in electronic formats for qualification. However, EOI Document Fees and Earnest Money Deposit (EMD) shall be paid as per the details provided in the EOI. CGBOCW Board shall not be responsible for the delay in online submission by the Agency for any reason. For this, Agencies are requested to upload the complete EOI proposal well in advance to avoid issues like slow speed, choking of the site due to heavy load or any other unforeseen problems.

3. Eligibility Criteria for Trainee/Candidate

1. Registration with CGBOCW or registered worker dependent family member (Husband/Wife/Daughter/Son)
2. Valid live registration certification
3. Age group between 18-50 Years
4. Training per candidate shall be limited to once every three (03) years.

SECTION-"B"

Method Of Conduct/ Procedure

1. Method Of Conduct

(For more details, Agencies are requested to refer to the RPL guidelines within PMKVY)

Initially, the workers shall be required to undergo a mandatory orientation of 12 hours, followed by an assessment. This will be a substitute and an advancement over the pre-assessment conducted under the DGET model to ascertain the initial skill standard of the worker. Pre-assessment under the DGET model brought construction workers with no prior learning experience to face examination as the first step to skilling, which may not be the best way to initiate the workers to formal learning and skilling. RPL of 12 hours shall gradually introduce the beneficiaries to classroom learning and also impart value addition through orientation on commonly observed skill gaps and soft skills.

In Stage 1- RPL at Employer Premises within PMKVY which has established norms and payouts, shall be adopted for all construction workers. All workers will undergo 12 hours of RPL orientation, which shall be further distributed into 6 hours of domain training specific to job role, 4 hours of soft skills (including financial inclusion, digital literacy and entrepreneurship) and 2 hours of orientation on assessment. The 12-hour content shall be collectively designed by BOCW, TP and CSDCI. All the workers undergoing RPL shall be made aware of health and hygiene factors, workplace safety practices, regulation of workers' rights, digital and financial literacy, knowledge of entrepreneurship concepts, benefits available through the CGBOCW, etc. Relevant details of RPL at Employer premises under PMKVY can be found as prescribed for adoption under the present scheme.

In stage 2, those workers who are unable to clear this assessment shall be asked to undergo another 120-hour Bridge course, followed by the assessment. The training/orientation RPL stage 1 and 2 shall be delivered through a certified trainer. There shall be a third-party assessment through the Assessment Agencies Affiliated with construction SSC. The payout for training to TP for each certified candidate shall be as per the PMKVY guideline. For stage 1 a training fee of INR 1400/- per candidate for 12 hours RPL orientation and for stage 2, a training fee as per the hourly rate of common norms for 120 Hours of Bridge Course shall be provided to the TP.

With regards to the Assessment fee, a payout of INR 900/- per assessed candidate for each stage of the RPL program shall be made to CSDCI. This Assessment fee shall have three components:-

- **10% or INR 90/- per assessed candidate to be paid to NSDC as MIS fee for operational support in the form of SDMS.**
- **20% or INR 180/- per assessed candidate to be paid to CDSCI and**
- **Balance 70% or INR 630/- per assessed candidate to be paid to the Assessment Agency.**

For the smooth implementation of financial transactions, all the payouts to CSDCI towards the Assessment fee (inclusive of MIS fee to NSDC) and payouts to the candidates shall be done by CGBOCW. TP shall seek an advance of 10% of the project cost based on these payouts from the CGBOCW, against a Bank guarantee of 10% of the project value and charge it to the Welfare Board against the actual expenditure, along with the suitable documentary proofs.

2. Process Flow

2.1 Identification of job roles and duration of training

- A. This RPL program shall cover entry-level job roles in the construction sector ranging from NSQF level 1 to 4. Major concentration shall be on the job roles of NSQF level 2 and 3 for candidates undergoing up skilling through RPL. Initially, the job roles taken up under DGET RPL model such as Bar-bending, Masonry, Shuttering, Carpentry, Plumbing and Scaffolding shall be chosen.
- B. MoLE, CGBOCW and CSDCI can suggest additions/deletions of relevant job roles during project implementation.
- C. The training shall be aligned to the National Skills Qualification Framework (NSQF) which ensures incorporation of trade-wise competencies designed in the National Occupational Standards (NOS).
- D. Content and Curriculum of the qualification pack shall be made available by CSDCI.
- E. **RPL Stage 1 – Duration and content of 12-hour RPL training .(Refer Annexure-06)**
- F. **RPL Stage 2 – Duration and content of 120-hour RPL training.**
- G. Post identification of QPs, BOCW, along with CSDCI shall finalize the 12-hour orientation content.
- H. Customizations of content & curriculum shall be done by CSDCI along with the identified Agency.

2.2 Accreditation/quality check of training centre

- A. Selected Agency shall create a training centre at the worksite.
- B. The training centre must meet all the requirements as per the guidelines. CSDCI is responsible for formulating and issuing guidelines for the accreditation process.
- C. Trainers shall be certified as per the Qualification Pack requirement and Training of Trainers procedure defined by CSDCI.
- D. Agencies shall ensure adequate branding at the training centre in line with branding guidelines defined by CGBOCW.
- E. The Accreditation fees shall be paid by the TPs to CSDCI.
- F. It is mandatory that the training start after receipt of accreditation by CSDCI.
- G. TP shall procure and maintain attendance of trainees through the Biometric Attendance System. The TP will ensure the necessary connectivity and power backup of the device. Attendance data shall be visible to the state board, and a login to be provided by TP's for the state board for regular monitoring.

2.3 RPL Stage 1 – RPL for 12 hours orientation

- A. CGBOCW shall identify work sites for training and get all necessary approvals for training & assessment at the site.
- B. TP shall mobilize the candidates for RPL training.
- C. TP shall conduct RPL screening and counseling in line with PMKVY RPL guidelines and process.(Refer Annexure-06)
- D. CGBOCW along with CSDCI and TP shall finalize the orientation content for duration of 12 hours. All the workers undergoing RPL should be made aware of health and hygiene factors, workplace safety practices, regulations of the workers' rights, benefits available through BOCW, etc. **(6 hours)**, digital and financial literacy, knowledge of entrepreneurship concepts **(4 hours)** and assessment methodology **(2 hours)**.

2.4 RPL Stage 1 – Assessment and Certification

- i. Assessment shall be conducted to assess the existing knowledge and skill level of the candidates undergoing RPL training.
 - a) CSDCI shall nominate affiliated Assessment Agencies for undertaking assessments.
 - b) The Agencies should be of national presence and have proven ability to assess the eligible training content with respect to QPs.
- ii. Assessment (Practical & Theory) shall be carried out for checking the training efficiency.
- iii. Results shall be made accessible on SDMS portal and communicated to all key stake holders within **07 days** from the date of assessment.
- iv. TPs shall ensure that the certificates are distributed to all eligible candidates within 07 days from the approval of certificates by CSDCI.
- v. Candidates who score more than 50% (70% for NSQF 4 and above) in the assessment exam shall be considered as passed and shall be awarded RPL CSDCI Portal certificates..
- vi. Candidates scoring less than 50% (70% for NSQF 4 and above) marks in the assessment exam shall be required to undertake RPL Stage 2 program.

2.5 RPL Stage 2 – Skilling through Bridge Course

- i. Candidates who fail in the assessment exam conducted after mandatory orientation of 12 hours in Stage 1, shall be required to undertake RPL Stage 2.
- ii. A Bridge Course of 120 hours shall be provided to eligible candidates. Bridge course content shall be decided by the MoLE, CSDCI, BOCW and TPs.
- iii. TPs shall receive a Training fee for 120 hours of Bridge course facilitation at an hourly rate as defined in the common norms of skill development mentioned in the EOI. This payment shall be facilitated by CGBOCW to the TPs for all passed and certified candidates as per the SDMS.

2.6 RPL Stage 2 – Assessment and Certification post Bridge Course and certification

The final assessment shall be similar to the stage 1 assessment. Candidates scoring above 50% (70% for NSQF 4 and above) shall be marked as a passed candidate. Candidates scoring below 50% shall be encouraged to undergo fresh skilling in their respective trades.

3. Monitoring Of Training

- i. Monitoring shall be conducted at all stages of training & assessment, which includes pre-training, pre-assessment, bridge training and final assessment.
- ii. The board shall monitor the data reporting system and the progress of training.
- iii. CGBOCW shall conduct surprise visits to training centers.
- iv. TPs shall be responsible for submitting project reports to performance, as sought by CGBOCW.

4. Skill Development Management System (SDMS)/Portal Define Under RPL Guideline

NSDC shall extend the SDMS portal support to CGBOCW to ensure the capturing of candidate-level data and project lifecycle in an online and simplified manner. This shall comprise of capturing details such as candidate registration, enrolment, training, assessment and certificate generation. The SDMS shall support the entire RPL cycle for both RPL Stage 1 and 2 assessments, from registration to certification. However, it shall not cover the payment module. It is being noted that relevant payments shall be made directly by the State Welfare Boards to respective stakeholders.

Post certification at each stage, the MIS system shall be able to provide a 'Work Done Estimate' which shall broadly be a summarization of enrollment, assessments, and certifications related data. The 'Work Done Estimate' will assist various stakeholders, particularly TPs, to generate the invoice to State Welfare Boards and reconcile transfers done to CSDCI. 'Work Done Estimate' shall in no way be a substitute for an auditable invoice or accrue NSDC as a responsible party for the payments. However, it may be used as adequate supporting documentary proof to process the relevant claims from the State Welfare Boards.

This shall require additional developments and customization of the SDMS as well as deployment of additional resources for operations and IT support to cater to the requirements of BOCW RPL Scheme. A suitable MIS fee to the tune of INR 90/- per assessed candidate shall be payable to NSDC in this regards.

5. Payments

The total project cost shall include the following components. Stakeholders responsible for the facilitation of these payments and the process have been described below.

- i. **Training Fee** - For Stage 1 RPL of mandatory 12 hours of orientation, the State Boards shall pay a fixed fee of INR 1400 per passed and certified candidate who scores more than 50% marks. For Stage 2 RPL, involving the Bridge course of 120 hours, State Welfare Boards are liable to make payment to the TPs as per common norm guidelines of skill development defined by Ministry of Skill Development and Entrepreneurship. **.(Refer Annexure-07)**

Stage 1 (12 hours)

S.No	Suggested expenditure Head	Value per candidate (INR)
01	Pay-out to TP for RPL (Training Fee) a. Mobilization b. Orientation c. Center Accreditation d. Any branding and publicity e. Training of trainers	Stage 1: 1400/- (fixed)
02	Pay out to SSC for assessments	900/-
03	Honorarium (per Candidate)	35/- per hour (420/- for 12 Hours)

S.No	Suggested expenditure Head	Value per candidate (INR)
01	Pay-out to TP for RPL (Training Fee) a) Mobilization b) Orientation c) Center Accreditation d) Any branding and publicity e) Training of trainers	Stage 2: Schedule II Category I, 49x120 = 5,880/- (fixed) Category II, 42x120 = 5,040/- (fixed)
02	Pay out to SSC for assessments	900/-
03	Honorarium (per Candidate)	35/- per hour (4,200/- for 120 Hours)

✓ **NOTE:- CGBOCW will disburse Honorarium to only Registered Worker/Trainee/Candidate through the Aadhar-based DBT Mode. Family Members of Registered Worker's will not be eligible for Honorarium.**

- ii. **Assessment Fee** - CGBOCW shall make payment to CSDCI through TPs for each assessed candidate. Assessment Fee of Rs 900 per assessed candidate shall be paid for each of, RPL Stage 1 and RPL stage 2 posts Bridge course. 10% of the Assessment Fee at each stage shall be pegged for MIS Fee and the CSDCI shall be responsible for extending this payment to the NSDC. 70% of this Assessment Fee at each stage shall be paid by the CSDCI to the Assessment Agencies, while the remaining 20% may be retained by the CSDCI.
- iii. **MIS Fee** - MIS fee at 10% of Assessment Fee, at present INR 90 for each assessed candidate, shall be paid by the CSDCI to NSDC for both stages separately
- iv. **"Work Done Estimate"** and SDMS data of candidate enrolment, assessment, certification, etc. shall assist in facilitation of these payments relating to Training Fee, Assessment Fee and MIS Fee and shall form basis for release of payment by the State Welfare Boards to TPs.
- v. **Honorarium for candidates/Trainee** -State Welfare Boards shall be responsible for facilitating a payment of INR 35 per Hour. for each candidate enrolled for the RPL program on the SDMS. This payment is proposed in line with providing Honorarium to the construction workers for undertaking the training/ up-skilling via RPL program. This shall incentivize the workers to be more regular for the training.
- vi. For the purpose of ease of operations and to minimize any delay in release of payments, TPs shall obtain an advance payment of the 10% of total project cost from State Welfare Boards against a Bank Guarantee. TPs may further utilize this advance payment in financing the Training Fee, Assessment Fee, MIS Fee etc.

6. Payment Process To TPs And SSC

- i. Training fee to TP: - CGBOCW shall be responsible for making complete payment to TPs within 15 days of submission of the following documents:-
 1. Invoice by TP Payment to be made only for successfully certified candidates.
 2. Work Done Estimate and other documents on enrolment/ Batch ID, Attendance, Assessment and certification.
 3. The second installment will be paid to the concerned agency after the photography, videography and attendance report of the training is submitted. Attendance report, photographs and videos are mandatory for the second installment payment.
- ii. **Assessment fee to TP:** TPs must ensure that the assessment fee shall be paid to the CSDCI (based on the proof of assessments done as per the SDMS data) before batch assessment date on the basis of candidates enrolled. TP is responsible to make any adjustment for the same in future batches, in case candidate(s) does not appear for the RPL assessment exam at any stages. Similarly, CSDCI shall transfer the MIS fee to NSDC in advance, before the assessment, immediately on the receipt of the relevant batch wise advance amount from the TP.
- iii. For the purpose of ease of operations and to minimize any delay in release of payments, TPS shall obtain an advance payment of 10% of total project cost from CGBOCW against a Bank Guarantee of 10% of the project value. TPs may further utilize this advance payment in financing the training fee, Assessment Fee, MIS Fee etc.

- iv. **Release of Funds:-** Payouts will be directly transferred to the PIA's bank account. Payment will be released only on successful completion of the following milestones in four (04) installments as below:-

Payment Part	Release of Fund method in %	Output Parameters	Submission of the following documents
01	10%	Upon allocation of the target and submission of 10% BG of the project cost.	1. Original BG 2. Training estimate plan with candidate list (As per SDMS portal/ updated portal)
02	30%	Attendance & Monitoring: Monitoring of training delivery and regular participation of trainees. Condition: Attendance must be verified to ensure compliance before assessment results are processed.	1. Trainee attendance 2. Photography And Videography of training.
03	40%	Assessment & Payment Adjustment: Successful assessment of candidates. Condition: Payments will be released upon assessment. In case of drop-out/failed candidates after disbursement of the advance/first tranche, the disbursed amount shall be adjusted in subsequent tranches.	1. Batch assessment report 2. Candidate assessment result.
04	20%	On successful submission of evidence-based proofs of certificate distribution.	1. Document that validates the certificate distribution to the candidate.

Note:

1. Other documents prescribed in the agreement & work order are also to be submitted. In case any Tax is levied, it will be payable as per the rules.
2. The second installment will be paid to the concerned agency after the photography, videography and attendance report of the training is submitted. Attendance report, photographs and videos are mandatory for the second installment payment.

7. Orientation

The Agency shall adopt the following orientation guidelines. The TP shall ensure that each enrolled candidate mandatorily undergoes 12 hours of orientation, to be imparted by an RPL trainer, including the following activities:-

Orientation Activities (Minimum duration)

S.No.	Activity	Minimum Duration
1	Domain Training (Clarification of any doubts/gaps a candidate may have with respect to the job role)	6 Hours
2	Soft Skills Entrepreneurship tips specific to the job roles	4 Hours
3	Familiarization with Assessment Process & Terms	2 Hours

SECTION- "C"

Instruction To Agencies

1. Minimum Eligibility And Qualifying Criteria

The Agencies must possess the minimum qualifications, required managerial and financial capabilities in providing the services necessary to meet the requirements as described in the EOI. The Agencies must also possess the technical know-how and the financial resources that would be required to successfully provide the training services as sought under this EOI for the entire period of the contract. The response must be complete in all respects and should cover the entire scope of work as stipulated in the EOI. Invitation to this **EOI through E-Tender (<https://eproc.cgstate.gov.in>)** is open to all Agencies that satisfy the eligibility criteria as given in the table below. Any proposal submitted by an Agency not fulfilling the prescribed technical criteria shall not be considered for empanelment.

TABLE-1
Eligibility Criteria and Document Proof

S. No.	Minimum eligibility and Qualifying criteria	Documentary Proof (Scanned copy of the original documents to be uploaded during online submission)
1	Agency-related document & self-declaration.	1. PAN Card 2. GST registration certificate 3. Self-declaration to be submitted in the prescribed format. (Annexure-1)
2	Earnest Money Deposit: INR 15,00,000/- in the form of a D.D. in favour of "Chhattisgarh Building And Other Construction Workers' Welfare Board" . The original DD must be submitted to the CGBOCW office before 12:00 noon on the day of the EOI opening date. * Exemption for PSU&CPSU.	1. EMD scan copy submitted.
3	Applicant Agencies must be central government, state government, public sector unit, or company registered under the Companies Act 1956/2013, proprietorship or society registration act, trust registered under the Indian Trust Act, or cooperative society, * Consortium & Joint Ventures are not allowed.	1. Agencies registration certificate/ MoA (Memorandum of Article) / AoA (Addendum of Article) or a document validating the same.

4	Agencies must have minimum 05 years (financial year) construction sector skilling experience or 10 years (financial year) of other skilling training experience approved by government.	1. Experience certificate/ assignment completion related document certified from respective department which validate the mentioned criteria for each financial year self-declaration to be submitted in prescribed format. (Annexure:-2.1)
5	Agencies should have a minimum average turnover of INR 05 Crore from training in the last 03 financial years (F.Y.2022-23, 2023-24 & 2024-25).	1. Audited financial statements of the last 03 FYs, certified by a C.A, with UDIN. 2. Turnover certificate, certified by a C.A for each FY with UDIN. (Annexure:-3) <i>*(Audited balance sheet & turnover certificate without UDIN will not be considered.)</i>
6	Agency must be listed under NCVET/NSDC/ CSDCI/CSSDA/PMKVY. Central/State Government organizations involved in skill training will be considered.	Valid registration certificate/ document.
7	The agency should have trained a minimum of 2,000 workers in the construction sector or 5,000 workers in other similar skilling sector-related job roles under NCVET/ NSDC/ PMKVY /BOCW/ CSDCI/ SSC in the last five financial years (F.Y. 2020-21, 2021-22, 2022-23, 2023-24, 2024 -25).	1. Experience certificate/ assignment completion-related document certified by the respective department, which validates the mentioned criteria. 2. Self-Declaration to be submitted in the prescribed format. (Annexure- 2.2)
8	Agencies must have minimum 10 certified trainers /faculties (Certified By SSC/NCVET/ NSDC/ CSDCI/ PMKVY)	1. Valid TOT certificate 2. Self-declaration to be submitted in the prescribed format. (Annexure-4)
9	If Eligible - Exemption From Payment Of Earnest Money Deposit (EMD) issued from Authorized Authority.	Valid Exemption Related Document

2. GENERAL TERMS AND CONDITIONS

- i. In case of any discrepancy regarding the EOI, the final decision shall lie with the Secretary, CGBOCW.
- ii. Those Agencies that are involved in any corrupt and fraudulent practices/ blacklisted in any State /Central Government project/scheme shall not be eligible for the EOI.
- iii. The Agencies shall provide the list of manpower utilized at the training center during the training period and shall bear the entire cost of the training center (manpower, infrastructure, training kit, equipment, etc.).
- iv. No conditions or deviations from the EOI from the Agencies shall be entertained.

- v. Qualified Agencies shall be empanelled by the Selection Committee constituted by the CGBOCW according to the eligibility criteria defined under the technical evaluation criteria mentioned in the EOI.
- vi. The Secretary, CGBOCW, shall reserve all the rights to appoint a single or multiple qualified Agencies as per the requirement.
- vii. Secretary CGBOCW reserves the right to issue the work order to empanelled Agencies as required.
- viii. The Secretary, CGBOCW, reserves the right to accept or reject the proposals submitted by the Agencies regarding the EOI. No communication shall be made in this reference. The decision of the Secretary, CGBOCW, shall be treated as final.
- ix. **Termination:-**
 - A. Secretary, CGBOCW may terminate the contract/empanelment by issuing a notice of one month in case of non-satisfactory performance of the Agency.
 - B. In case of cancellation of empanelment, the EMD amount of the Agency shall be confiscated by CGBOCW.
 - C. CGBOCW can also award the same work to other qualified empanelled Agency/Agencies.
 - D. CGBOCW shall have all the rights to disqualify the applicant during the evaluation of EOI, if:-
 - 1. Submitted an EOI without the required documentation.
 - 2. Use of modified formats for submission.
 - 3. Blacklisted by the State/UT/Central Government or any Public Sector Undertaking under them;
 - 4. The processing fee is not paid with the proposal.
- x. Designated officers from the CGBOCW shall monitor and evaluate the training at regular intervals. Agencies shall ensure adequate corrective measures regarding the feedback provided by the designated Assistant Labour Commissioner/Labour Officers/ Assistant Labour Officer/ Labour Inspector from & District Labour Offices authorized by the CGBOCW. The Secretary, BOCW, can carry out random inspections at any time.
- xi. CGBOCW shall reserve all the rights to allocate target to the empanelled Agencies for imparting training. The Agencies shall follow the norms and guidelines issued for Recognition of Prior Learning (RPL) in the **Pradhan Mantri Kaushal Vikas Yojna Guidelines** as well as directions issued by CGBOCW from time to time.
- xii. District will be allocated target as per the number of workers registered in the concern district.
- xiii. The allocated target to a district will be achieved by the concerned agency in that particular district only.
- xiv. As per the given work order, a batch of minimum 50 beneficiaries for each trade will be mandatory for the concerned agency.
- xv. The second installment will be paid to the concerned agency after the photography, videography and attendance report of the training is submitted. Attendance report, photographs and videos are mandatory for the second installment payment.
- xvi. The empanelment shall be initially valid for a period of 02 years from the date of the Agreement. However, it can be extended up to another 01 year based on mutual agreement. The decision for the same shall lie with the CGBOCW. Agreement copy is attached in **Annexure-11**
- xvii. The CGBOCW may cross-verify the authenticity of the evidentiary documents produced by the Agencies in response to the EOI at any stage.

- xviii. Agencies may be asked to present the original documents on the day of e-Tender opening process. Hence, Agencies must bring the originals of all the uploaded documents.
- xix. If any Agency submits more than one online application form, it will be disqualified from the tendering process and have its application(s) summarily rejected.
- xx. Only the Agencies that qualify for the minimum eligibility criteria will be considered for the technical evaluation.
- xxi. Bids shall be valid **for 180 days** from the date of bid opening.

3. Corrupt or Fraudulent Practices

1. The Tendering Authority requires that the Agencies/contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority defines, for the purposes of this provision, the terms set forth as follows:-
 - a. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
 - b. **"Fraudulent practice"** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Tendering Authority. It also includes collusive practice among Agencies (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.
2. Will reject a proposal for award if it determines that the Agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. Will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract if it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or executing, a contract.
4. The agency's past performance will be cross-checked if necessary. If the facts are proven to be dubious, the Agency's tender will be ineligible for further processing.
5. The Agency/party is not expected to rescind from the contract during the contract period. However, in case the Agency rescinds the contract, the Security Deposit shall be forfeited, and BOCW may also take on suitable measures such as blacklisting the Agency for further contract with the BOCW and informing similar institutions, government organizations etc.
6. The Integrity Pact will be signed by the successful Agency & Tendering Authority as per the tender documents. **(Annexure-10)**

4. Jurisdiction of Courts

The courts of India at Chhattisgarh in Raipur have exclusive jurisdiction to determine any proceeding in relation to this Contract.

5. EOI Form Cost and EMD Amount

- a. **EOI Form Cost:** INR 10,000/- (Rs. Ten Thousand only) payable online through the E-procurement website: <https://eproc.cgstate.gov.in> **(Non-Refundable Amount)**
- b. **Earnest Money Deposit (EMD):-**
 - i. i. INR **15,00,000/-** (Rs. Fifteen Lakh only) in the form of a DD in favour of **THE CHHATTISGARH BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE BOARD, NAWA RAIPUR.**
 - ii. ii. Scanned copy to be uploaded during online Tender Form submission, and the original DD is to be submitted in a separate/individual envelope with the Agency's details & the title of the tender, in the CGBOCW office before **DATE-18-11-2025 TIME- 12:30 noon on the day of EOI** opening. The Agency that does not submit the Original EMD on time will not be eligible for further processing.
 - iii. iii. EMD of the Empanelled Agency/Agencies shall be hold by the CGBOCW till the successful completion of the work order.
 - iv. iv. The CGBOCW shall return the EMD of the disqualified Agencies in the Technical Evaluation within one month of the result declaration date.
- c. **Performance Bank Guarantee (PBG):-**
 - i. i. PBG valued at 10% of the work order should be provided from a Nationalized Bank.
 - ii. ii. It must be valid for the contract period plus 180 days.

6. Online EOI Submission Process

- a. E-Tender Proposal/EOI / Response shall only be accepted online.
- b. Responses/Scanned Documents uploaded should be clear and readable.
- c. Agencies are advised to carefully read the EOI's terms and conditions before submitting their responses online.
- d. Agencies shall submit their responses via online mode at the e-tender website <https://eproc.cgstate.gov.in> by the mentioned date and time.
- e. Agencies shall complete the minimum eligibility requirements **(Section-B, Table- 1)** and upload the related supporting documents mentioned in the EOI **(scanned copies of the original documents only).**
- f. Once the e-tender proposal/response is submitted, agencies cannot edit the documents or forms.
- g. Agencies need to submit the E.M.D., in accordance with the details spelt out in **Point-5, of Section-B.**
- h. Agencies need to submit the **Technical Part-B** presentation on a **pen drive** in a separate/individual envelope with the Agency's details and the tender title before on the day of the tender opening at the CGBOCW office. Failure to do so will result in disqualification from the process.

7. Evaluation Process

7.1 Technical Evaluation - Part - A (Total 70 Marks)

S. No.	Technical Evaluation Criteria (Part-A)	Max Score	Scoring Criteria	Documentary proof (scanned copy of the original documents to be uploaded during online submission)
7.1.1	Number of years (F.Y.) of experience in providing training in construction and other similar skill sectors under government organizations. <i>(Calculation for years of experience- at least one project in each financial year will be calculate as one complete year's experience)</i>	20	More than 10 Years: 20 Marks	1. Work order for each financial year 2. Certificate of incorporation 3. Record of past completed assignments /Experience certificates / assignment completion related documents from respective departments that validate the mentioned criteria for each financial year. 4. Self-declaration to be submitted in prescribed format. (Annexure-2.2)
			More than 8 to 10 Years: 15 Marks	
			5 to 8 Years: 10 Marks	
7.1.2	Average annual turnover from training in the last 03 Financial Years. (FY 2022-23, 2023-24 & 2024-25)	15	More than 15 Cr 15 Marks	1. Audited financial statements of the last 03 FYs, certified by a CA, with UDIN. 2. Turnover certificate, certified by a CA for each FY with UDIN. (Annexure-3) 3. (Audited balance sheet & turnover certificate without UDIN will not be considered.)
			10 Cr to <15 Cr 10 Marks	
			5 Cr to < 10Cr 05 Marks	
7.1.3	Number of workers trained in construction sector or other similar skill sectors related job roles under NCVET/ NSDC/PMKVY/BOC W/ CSDCI/ SSC in the last 05 financial years. (FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)	15	More than 3,000 construction workers trained OR More than 7,000 other similar skill sector workers trained 15 Marks	1. Work order for each financial year. 2. Experience certificate/ assignment completion related document certify from respective department validating the mentioned criteria for each financial year. 3. Self- declaration along with project details to be submitted. (Annexure 2.1)
			2,501-3,000 construction workers trained OR 6,001-7,000 other similar skill sector workers trained 10 Marks	
			2,000-2,500 construction workers trained OR 5,000-6,000 other similar skill sector workers trained 05 Mark	

7.1.4	Certified trainer and faculty. (Certified by SSC/NCVET/ NSDC/ CSDCI/ PMKVY)	10	More than 20 certified trainers 10 Marks	1. Valid TOT certificate issued from authorized authority. 2. Self-declaration to be submitted in prescribed format. (Annexure: 4)
			16-20 certified trainers 06 Marks	
			10-15 certified trainers 03 Marks	
7.1.5	Number of centers in Chhattisgarh	10	More than 7 centers: 10 Marks	1. Centre MoU/ rent agreement/ consent letter 2. Self -declaration to be submitted in prescribed format. (Annexure: 5)
			4 to 7 Centers: 06 Marks	
			1-3 Centers: 03 Marks	

7.2 Technical Evaluation Part B- (Total 30 Marks)

Presentation Parameters	Max Score
1. Understanding of Requirements & Problem Statement 2. Technical Approach & Methodology 3. Compliance, Risk Management & Quality Assurance 4. Presentation Quality & Clarity of Communication 5. Innovation & value addition 6. Sustainability considerations	30

7.3 Opening Of E-Tender Proposal

1. Evaluation will be on the based on qualification criteria mentioned in tender and will be assessed by Evaluation Committee formed by CGBOCW Board.
2. The Authority would open the **Technical Part-A** Proposal on **18-11-2025, Time 12:30 PM**, at the office of **Secretary, Chhattisgarh Building and other Construction Workers Board, Nawa Raipur** and in the presence of the Agencies Representative who choose to attend. **(Agency representative(s)** need to come along with the authorization letter from Agency firm). **Technical Part-B** Proposal opening date will be communicate to Agency separately.
3. **The tender will be evaluated at two levels:-**
 - a. Technical Part-A (70 Marks) & Technical Part-B (30 Marks), and a total mark of 100 marks. **(70 + 30=100)**
 - b. The cut-off value for Technical Part A is **75% of 70 Marks**. CGBOCW will declare the list of qualified Agencies for **Technical Part- B – Presentation &** will communicate to the respective Agencies.
 - c. The Agencies that score **75 marks (Technical Part-A + Technical Part-B)** out of 100 can be selected for Empanelment.
 - d. BOCW can be free to allocate targets for training to the empanelled TPs as per the requirement of the scheme.

7.4 Agreement/ Work Order

1. The Tendering Authority will notify the successful Agency/Agencies.
2. The agreement draft shall be shared by CGBOCW with only the successful Agencies at a later stage.
3. The agreement should be created on a non-judicial stamp paper within 07 days of receiving the selection letter. All communication regarding the tender will be sent to the designated email of the Agency as intimated by them.
4. The Agencies are instructed to sign an agreement with CGBOCW within **07 working days** from the issue of the empanelment qualifying information letter from CGBOCW.

***Note:-** Signing the Agreement will be treated as the official award of the Contract. The Agency must carry out the work as per the terms and conditions of the Agreement. If the Agency fails or refuses to accept the award within one (1) week of receiving the Letter of Intent, or does not sign the Agreement within two (2) weeks, the CGBOCW shall forfeit the Agency's Earnest Money Deposit (EMD). The CGBOCW may also take further action or impose penalties on the defaulting Agency, as considered appropriate.*

5. After signing the agreement CGBOCW will issue the Work Order which shall contain the districts and number of registered construction workers to be targeted for the training by the Agency post empanelment.
6. The Agencies need to respond to the Work Order within **07 working** days of receiving the work order from CGBOCW.

Annexure -1

(Applicant Agency Profile)

S.No.	Particulars	Details (Scanned copy should be submitted on (https://eproc.cgstate.gov.in)	Page No.
1	Full Name and Address of the Agency		
	Telephone/Fax Number of Agency		
	E-mail ID		
	Mobile No.		
	PAN No.	Attach copy of certificate	
	GST Registration No.	Attach copy of certificate	
2	Constitution of Firm- Applicant Agencies must be central government, state government, public sector unit, or company registered under the Companies Act 1956/2013, proprietorship or society registration act, trust registered under the Indian Trust Act, or cooperative society, *Consortium & Joint Ventures are not allowed.	Attach copy of certificate	
3	Full address of the office		
4	Date of Commencement		
5	Name of Proprietor/ Partners/ Directors	(Whichever is applicable)	
6	Scan copy of EMD of Rs. 15,00,000/-	DD No. /Name of Bank/ Date	
7	Agencies should have a minimum average turnover of INR 05 Crore from training in the last 03 financial years (F.Y. 2022-23, 2023-24 & 2024-25). * Audited financial statements of the last 03 FYs, certified by a C.A, with UDIN.& Turnover certificate, certified by a C.A for each FY with UDIN.	Chartered Accounts Certificate in Annexure-3	
8	ITR for the F.Y./A.Y 2022-23,2023-24 & 2024-25,	ITR Attach copy of certificate	
9	The agency should have trained a minimum of 2,000 workers in the construction sector or 5,000 workers in other similar skilling sector-related job roles under NCVET/ NSDC/ PMKVY/ BOCW/ CSDCI/ SSC in the last 05 financial years (F.Y. 2020-21, 2021-22, 2022-23, 2023-24, 2024 -25).	Self-Declaration to be submitted in the prescribed format Annexure-2.2	
10	Self-declaration for not being black listed/ barred by the Declaration in Central Government, State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project.	Self-declaration for not being black listed/ barred by the Declaration. Annexure-9	
11	Agencies must have minimum 10 certified trainers /faculties (Certified By SSC/NCVET/ NSDC/ CSDCI/ PMKVY)	Self-declaration to be submitted in the prescribed format. (Annexure-4)	
12	Agency must be listed under NCVET/NSDC/ CSDCI/CSSDA/PMKVY. Central/State Government organizations involved in skill training will be considered.	Attach copy of certificate/document	
13	Self declaration	Self declaration- Annexure-8	
14	If Eligible - Exemption From Payment Of Earnest Money Deposit (EMD) issued from Authorized Authority.	Valid Exemption Related Document	

Seal with signature
Of the head of organization

Annexure- 2.1**Experience In providing training**

S.no	Work order issued Organization name /address /contact number	Whether govt./ semi govt. bodies /corporation etc.	Contract period	Work order number/ date	Work end date	Number of skilled workers	Amount of work order/ Contract	Completion certificate govt/ semi govt. /bodies /corporation etc order number/ date	Remark
01									
02									
03									

(Note-Attach copy of related document)

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Of the head of organization

Annexure- 2.2**Previous Training Experience**

S. No.	Name of sector under (NCVET/ NSDC/ PMKVY BOCW/ CSDCI/ SSC)	Name of course/ job role	Experience (in F.Y year)	Scheme for training and name of the employer	Work area (village/ block/city/ /district /state, mention clearly)	Project cost	Number of workers trained in the construction sector/ other similar skilling sector	Remark
1	2	3	4	5	6	7	8	9

(Note-Attach copy of related document)

PLACE.....

DATE.....

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Of the head of organization

Annexure – 3
(On CA Letter Head Certificate of Turnover)

This is to certify that M/S -----Company Name----- (PAN No. -----) Registered Head Office at ..-----is having following turnover as per their audited financial statement during the preceding **03 (three)** financial years: -

Financial Details
(as per audited Balance Sheets)

S. No.	Particulars	Total Gross Receipts
1	FY 2022-23	
2	FY 2023-24	
3	FY 2024-25	
4	Total turnover for last three (03) FY	
5	Average turnover	

This is further certified that the above turnover is in line with the audit report /return of income of respective financial year.

Signature of CA:
Name of Firm:-
UDIN NO-
C.A. Office Address:-

Authorized Signatory
Name and Title of Signatory
Address:

Annexure-4**(Trainer Detail)**

S no	Name of trainer	Educational/ academic qualification	Name of course /sector/ job role	Year of experience	Tot certificat e number	certificate By SSC/NCVET/ NSDC/ CSDCI/ PMKVY	Tot passed date	Remark
1	2	3	4	5	6	7	8	9

(Note-Attach copy of related document)

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DATE.....

Seal with signature of
Head of organization

**Annexure -5
(Center Detail)**

S no	Center district	Center address	Center start date	Center premise		Remark
1	2	3	4	MOU/ rent agreement/ consent date (5)	MOU/ rent agreement/ consent valid up to (6)	7

(Note- Attach copy of related document)

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DATE.....

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Head of organization

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Annexure -6

(Procedure for 12 hour RPL and pre-assessment)

About:-

Recognition of prior learning (RPL) is a mechanism for assessing an individual's skills acquired through formal or informal means. RPL certification aims to align an individual's skill sets with the National Skills Qualification (NSQF) and is recognized by providing a government certification.

Eligible Beneficiaries:-

RPL is applicable to any candidate who,

- A. On the date of enrolment, fits the minimum age criteria as per the Qualification Pack (QP) requirements.
 - B. Has a valid registration with CG BOCW.
 - C. Fits the pre-screening criteria defined by SSC for the respective job role
- (Please Note:** Training per candidate shall be limited to once every three years.)

RPL Process:-

The RPL process comprises of five steps as specified in **(Table-2)**

TABLE-2
5-step RPL process

Step 1	Step 2	Step 3	Step 4	Step 5
Mobilization	Pre-Screening and Counseling	Orientation	Final Assessment	Certification and Pay-out

1. TPs also need to send CGBOCW video clip (if required) and clear photographs showing candidates undergoing their final assessment.
2. Upon certification, TPs shall post the list of certified candidates (Job role and Grade-wise) on their respective portals.
3. TP shall submit the monthly rollout plan and monthly performance report to the respective district labour offices and CGBOCW head office within the stipulated time.
4. The TPs' performance shall be monitored on a regular basis. The CGBOCW may penalise slow performers according to the enrollment and certification rate.
5. If any discrepancy is observed based on the field visits, CGBOCW may have the right to terminate the particular batch. Three such incidents may lead to the termination of the entire Work Order of the TP.
6. TP shall notify the CGBOCW and the concerned districts' offices of the details of the centers, batch size, and trades before the training commences.

Annexure-7
(Costing As Per Common Norm Guideline)
Stage 1 (12 hours)

S.No	Suggested expenditure Head	Value per candidate (INR)
01	Pay-out to TP for RPL (Training Fee) a. Mobilization b. Orientation c. Center Accreditation d. Any branding and publicity e. Training of trainers	Stage 1: 1400/- (fixed)
02	Pay out to SSC for assessments	900/-
03	Honorarium (per Candidate)	35/- per hour (420/- for 12 Hours)

Stage 2 (120 hours Bridge Course)

S.No	Suggested expenditure Head	Value per candidate (INR)
01	Pay-out to TP for RPL (Training Fee) a) Mobilization b) Orientation c) Center Accreditation d) Any branding and publicity e) Training of trainers	Stage 2: Schedule II Category I, 49x120 = 5,880/- (fixed) Category II, 42x120 = 5,040/- (fixed)
02	Pay out to SSC for assessments	900/-
03	Honorarium (per Candidate)	35/- per hour (4,200/- for 120 Hours)

NOTE:- CGBOCW will disburse Honorarium to only Registered Worker/Trainee/Candidate through the Aadhar-based DBT Mode. Family Members of Registered Worker's will not be eligible for Honorarium.

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Annexure-8
(Compulsorily on a Stamp Paper of INR 100/-)

Date: _____

To,

The Secretary,
Chhattisgarh Building and Other
Construction Workers' Welfare Board, Nawa Raipur

Subject: - EOI Published By CGBOCW For Empanelment Of Training Partner Under
Recognition Of Prior Learning Within PMKVY Guidelines For Skills Development Of
Construction Workers And Their Dependents Registered Under CGBOCW.

Dear Sir,

Please find enclosed the proposal in respect of the engagement to undertake the project for skill training and RPL of construction workers under Construction Workers Skill Development Programmed in Chhattisgarh, in response to the Expression of Interest (EOI) Document issued by Chhattisgarh Building and Other Construction Workers Welfare Board (CGBOCW).

We hereby confirm that:-

1. The proposal is being submitted by (name of the Agency who is the applicant), in accordance with the conditions stipulated in the EOI.
2. We have examined in detail and understood the terms and conditions stipulated in the EOI Document issued by CGBOCW and in any subsequent communication sent by CGBOCW. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the submission requirements as stated in the EOI or in any subsequent communications from CGBOCW.
3. The information submitted in our proposal is complete, strictly according to the requirements stipulated in the EOI, and correct to the best of our knowledge and understanding.
4. We would be solely responsible for any errors or omissions in our proposal. We acknowledge that CGBOCW will be relying on the information provided in the proposal and the documents accompanying such proposal for engagement of the applicant for the aforesaid programme, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
5. We acknowledge CGBOCW's right to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge it on any account whatsoever.
6. We satisfy the legal requirements and meet all the eligibility criteria as laid down in the EOI.
7. This proposal is unconditional, and we hereby undertake to abide by the terms and conditions of the EOI.
8. We have not directly or indirectly, or through an agent, engaged in or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

In witness whereof, we submit our proposal for the EOI published by CGBOCW. For
and on behalf of,

**SEAL WITH SIGNATURE OF
HEAD OF ORGANISATION**

Annexure-9

Format for Self-Declaration of Anti- Blacklisting
(Compulsorily on a Stamp Paper of INR 100/-)

I/We M/s.....(Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s director/s are not barred by Government of Chhattisgarh / any other entity of Government of Chhattisgarh or blacklisted by any State Government or central government/ department/ Local Government/ Municipal body/ Public Agency in India or from abroad either individually or as member of a Consortium as on the..... (Proposal submission Date).

We further confirm that we are aware that our application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this EOI at any stage of the Bidding Process or thereafter during the agreement period. Dated this.....
Day.....of, 2025.

Seal with signature
Of the head of organization

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

- a) This pre-bid contract Agreement (herein after called the Integrity Pact) is made On.....day of the month 2025, between, the Government of Chhattisgarh acting through CGBOCW Raipur (Designation of the officer of Department) Government of Chhattisgarh (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, propose to procure (name of the Stores/Equipment/Work/Service) and M/s whichrepresented by Shri -----
----- Prop/ Partner/ Director (here in after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/has offered.
- b) WHEREAS the BIDDER is a proprietor partner/ director of Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the buyer is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

Now, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- a) Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement etc.
- b) Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the TENDER contract providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. Commitments of the Buyer the Buyer Commits Itself to The Following:-

- a. The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- b. The Buyer will, during the pre-contract stage, treat Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder, which could afford an advantage to that particular Bidder in comparison to the other Bidders.
- c. All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with the full and verifiable facts and the same prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices. Unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following -

- 4.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 4.3** The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its Functionaries, whether officially or unofficially to the award of the contract to the BIDDER, not has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier.

The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the TENDER process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the TENDER process or the contract, if already awarded, can be terminated for such reason.

6. SECURITY DEPOSIT

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in TENDER as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the Guaranteed sum to the (BUYER) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for Payment by the BUYER shall be treated as conclusive proof of Payment.
- iii. Any other mode or through any other instrument (to be specified in the TENDER).

6.2 The Earnest Money/Security Deposit shall be valid upto a period of completion period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency,

7. SANCTIONS FOR VIOLATIONS

- 7.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- I. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - II. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - III. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest here on at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the PLR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - IV. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - VI. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - VII. To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - VIII. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
 - IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - X. If the BIDDER or any employee at the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of TENDER. Any failure to disclose the Interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - XI. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if

he does not so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER.

XII. GBOCW reserves the right to cancel the EOI at any time without assigning reason.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1. The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors may be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors may not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meeting. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6. The Monitor will submit a written report to the designed Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to completion period or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....On
.....

BUYER

Name of the Officer

Designation

Department

Witness

1)

2)

BIDDER

Name of Firm

Designation

Witness

Annexure-11

AGREEMENT

This agreement made on theat Nawa Raipur.

BETWEEN

Chhattisgarh Building & Other Construction Workers Welfare Board having their office at office complex, first floor block-A Ekam Path, Sector 24 Nawa Raipur Atal Nagar Chhattisgarh 492002, (Hereinafter referred to as the "**CGBOCW**" which expression shall unless repugnant to the context or meaning thereof mean and include its successor in interest & permitted assigns) on the first party represented by Secretary- Chhattisgarh Building & Other Construction Workers Welfare Board.

And

Training Partner (TP), M/s having their office at, (Hereinafter referred to as the "....." which expression shall unless repugnant to the context or meaning thereof mean and include its successor in interest & permitted assigns) on the Second party being represented by its

Whereas the CGBOCW request for proposal (RFP) no..... for training partner empanelment under recognition of prior learning (RPL) within Pradhan Mantri Kaushal Vikas Yojna guidelines for skills development of construction workers registered under Chhattisgarh Building & Other Construction Workers Welfare Board through online medium for fulfillment of the objective of the scheme and in continuation of the said request for proposal, the respective TP has applied for fascinating training. CGBOCW has short listed the TP based on the eligibility criteria set forth in RFP-..... Dated for achieving the purpose of the scheme. The scope of work and other responsibilities of the TP as described in RFP bearing no. is unconditionally acceptable to the TP and further it is hereby agreed that the RFP bearing No. shall be deemed as an integral part of this Agreement.

Whereas has been empanelled as training partner through a transparent system of selection for facilitation of training programs under Recognition of Prior Learning (RPL.) within Pradhan Mantri Kaushal Vikas Yojna Guidelines as per norms of the CGBOCW, subject to fulfillment of the terms and conditions of this Agreement, and for this the TP has been submitted a EARNEST MONEY DEPOSIT of Rs. 15 Lakh-vide a demand draft number Dated banker's cheque in favor of THE SECRETARY- CHHATTISGARH BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE BOARD, NAWA RAIPUR submitted on

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

In view of the above both parties entered by and between the parties hereto for facilitation training to the registered construction workers under CGBOCW on the terms & conditions, provision and stipulations as set forth here under:

SECTION-A

GENERAL CONDITIONS OF THE CONTRACT

1. Definitions of terms:

In this contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned of them except where the context require otherwise:

1. **Applicable Law:** means the laws and any other instruments having the force of law in India for the time being.
2. **Training Partner or TP:** means the training provider which provides skill training and is empanelled by Chhattisgarh Building & other construction workers welfare Board through RFP no.
3. **Agreement/Contract:** mean the agreement between the CGBOCW/Authority and the TP, duly signed by the parties to the agreement through their authorized representative, for the execution of the work as prescribed in the scope of work of this document and all terms and conditions mentioned hereinafter.
4. **Effective Date:** means the date on which this contract comes into force and effect.
5. **CGBOCWWB:** means the Chhattisgarh Building And Other Construction Workers Welfare Board (CGBOCW) that has entered into the contract with the TP.
6. **Party:** means the "Authority/CGBOCW" being the First Party or the "Training Partner being the Second Party, as the case may be, and "Parties" means both of them.
7. **Services:** means the work to be performed by the Training Partner pursuant to this Contract.
8. **In writing:** means communicated in written form with proof of receipt.
9. **Empanelment:** means the act of empanelling the TP's to conduct Skill development training under CGBOCW RFP no.
10. **Program:** means Skill Development Program as per CGBOCW RFP no.
11. **RFP** means RFP no. Dated
12. **MoLE:** Ministry of Labour and Employment
13. **MSDE:** Ministry of Skill Development and Entrepreneurship
14. **NSDC:** National Skill Development Council
15. **PMKVY:** Pradhan Mantri Kaushal Vikas Yojana
16. **NSQF:** National Skill Qualification Framework
17. **SSC:** Sector Skill Council
18. **QP:** Qualification pack
19. **SDMS:** Skill Development Management System
20. **PROJECT VALUE/COST:** Work Order
21. **WO:** Work Order
22. **FY:** Financial Year
23. **CG:** State of Chhattisgarh
24. **CSDCI:** Construction Skill Development council Of India
25. **Registered construction worker & their Dependents:-** Mean the construction worker registered under CGBOCW & registered construction worker family member including husband/wife & their first 2 children.

2. Entire Agreement:

This contract contains all Terms & Condition, covenants and provisions agreed by the parties.

3. Expiration of Contract:

- 3.1. Unless terminated in pursuance of the provisions contained in this agreement hereunder, this Contract shall be expire on (one year from date of signing agreement).
- 3.2. On the basis of training partners performance agreement can be extended up-to another 1 year. Total project duration cannot be extended beyond maximum 3 Years.

4. Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the CGBOCW or the TP may be taken or executed by the officials as specified hereunder:

- a. Secretary of CGBOCW for the First Party
- b. Official in whose name "Designation Manager, of has been entrusted by the Second Party

5. Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the CGBOCW and the TP.

6. Notices:

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, e-mail, or when sent by registered post to such Party at the address specified in the Contract.

6.1. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change or in the case of CGBOCW, if notified vide a notification/office order circular and displayed on the website.

6.2. In any condition the TP shall notify well in advance (one month before) regarding the discontinuity of their services Similarly, CGBOCW may terminate the agency by issuing a notice of one month in case of non-satisfactory performance of the TP.

7. Location:

The training shall be performed in the State of Chhattisgarh, at such district against the allocated target of that district as are specified in the work order issued by CGBOCW for particular financial year.

8. Taxes and Duties:

8.1. The TP shall be responsible for meeting all tax liabilities arising out of the contract or in the course of provision of its services.

8.2. The income tax, GST etc., if applicable, shall be deducted at source from the payment to the TP as per the law in force at the time of payment.

9. Invoicing & Payments:

TP shall submit the invoice to CGBOCW as per RPL Guideline (Refer. Section B point 10). All payments will be released as per laid down norms of CGBOCW which would be updated from time to time in writing. There would not be any deviation from the mentioned norms and any request for deviation shall not be entertained under any circumstances. The bills will be submitted after completion of each milestone for each batch, with supporting documents as proof of completion of the milestone.

10. Fraud and Corruption

It is CGBOCW's policy to require that. CGBOCW as well as TP should observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, for the purpose of this provision, the terms are set forth herein below:-

- 10.1 "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- 10.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- 10.3 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- 10.4 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of a contract.

Neither CGBOCW nor the TP shall engage in any corrupt, fraudulent, coercive or restrictive practices during the term of the Contract or any extension thereof.

11. Force Majeure:

11.1. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

11.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

11.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

11.4. CGBOCW will decide the eventuality of Force Majeure which will be binding on both the parties.

12. Consultation:

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

13. Suspension:

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

- a. Shall specify the nature of the breach or failure, and
- b. Shall provide an opportunity to the TP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the TP of such notice of suspension.

The above action will be taken by CGBOCW after appropriate approvals.

14. Termination of contract:

- A. Secretary, CGBOCW may terminate the contract/empanelment by issuing a notice of one month in case of non-satisfactory performance of the Agency.
- B. In case of cancellation of empanelment, the EMD amount of the Agency shall be confiscated by CGBOCW.
- C. CGBOCW can also award the same work to other qualified empanelled Agency/Agencies.
- D. CGBOCW shall have all the rights to disqualify the applicant during the evaluation of EOI, if:-

1. Submitted an EOI without the required documentation.
2. Use of modified formats for submission.
3. Blacklisted by the State/UT/Central Government or any Public Sector Undertaking under them;
4. The processing fee is not paid with the proposal.

15. Effect of Termination -

- Upon termination of the Agreement, no payment shall be made by CGBOCW to the TP.
- The EMD amount of the TP shall be confiscated by CG BOCW.
- TP shall be blacklisted for further projects.
- The MoU will be Expire from immediate effect.
- The TP shall not be able to take Judiciary action against Termination letter.

16. Safety regulations

In respect of all the trainers engaged by the TP (Service Provider) directly or indirectly involved in the work for the performance of the service provider's part of this Agreement, the Service provider shall at his own expenses arrange for all the safety provisions as per the applicable laws in force.

17. General rules

Smoking and drinking by any staff engaged by the TP within the entire area of the training center and in the institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharge immediately from the training.

18. Interpretation

- a) If the context so requires, singular means plural and vice versa
- b) Any waiver of a Party's rights, powers or remedies under the agreement must be in writing, dated and signed by an authorize representative of the party granting such waiver and must specify the right and the extent to which it is being waived.
- c) Subject to the conditions of the above clause, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the agreement or the granting of time by either parties to the other shall prejudice, affect or restrict the right of that party under the agreement, neither shall any waiver by either party of any breach of agreement operate as waiver of any subsequent or continuing breach of agreement.
- d) Severability: If any provision or condition of the agreement is prohibited or rendered invalid or unenforceable, such prohibitions, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the agreement.

19. Governing law

The Agreement shall be governed by and interpreted in accordance with the laws of the Chhattisgarh State/The Country (India).

20. Amicable settlement:

In case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for arbitration.

21. Arbitration:

- a. In the case of dispute arising upon or in relation to or in connection with the contract between CGBOCW/Authority and the TP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator highest secretary of the Govt. of Chhattisgarh. The Arbitration and Conciliation Act, 1996 and any statutory modification or

re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both parties and the parties agree to be bound thereby and act accordingly. The Arbitration proceedings shall be held in Chhattisgarh.

b. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by CGBOCW and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

c. The limitation period for referring the dispute to the Arbitrator will be 90 days from the first instance of dispute.

22. Liability:

The Liability of TP in terms of this agreement shall be limited to the obligations performed by it in terms of this agreement.

23. Jurisdiction

As provided herein, the court in Raipur shall have exclusive jurisdiction to try any dispute between parties.

SECTION-B

RPL Scope of Work & Process Flow

1. About

Recognition of prior learning (RPL) is a mechanism to assess an individual's skills acquired through formal or informal means. RPL, certification is aimed to align and individual's skill sets with National Skills Qualification (NSQF) and recognize by providing a government certification.

2. Process Guidelines:

The TP shall follow the Process Norms specific guidelines formulated by the Ministry of Skill development and entrepreneurship, Govt. of India for Recognition of Prior learning (RPL) of registered Building and Other Construction workers welfare board & their dependents with CGBOCW for Particular Year as well as Direction issued by CGBOCW from time to time for implementing the Onsite skilling of BOC worker.

The training provider (TP) shall be responsible for the candidate identification of training site, coordinate with employer, mobilization, pre counseling, ensure the registration of eligible candidate through district labour office, send the proposal for batch formation to CGBOCW & district labour office, candidate orientation, training, assessment of candidate as per RPL guideline, candidate certification and pay-out& conduct of necessary coordination with the employers, the raining provider shall set up classroom and other training infrastructure at the employer construction site. The delivery of training content shall be through SSC certified trainer, as per SSOS curriculum and content, the duration may vary from 2 to 8 hours daily based on the availability of workers. CGBOCW shall support the TP by directing employers to provide the workers and acquired space at the construction site to the TP as required

3. Work order allotment of targets:

- The TP shall be allotted the following as per the work order issued to the training
- Partner hereafter and as amended/ renewed from time to time:
- Districts wise target numbers of candidates to be trained
- Timeline for training and certification of each course
- Other terms condition as required for particular district

- The TP's performance shall be monitored on a regular basis. On the basis of TP performance CG BOCW shall reserve all the rights to assign/allocate or unassigned/unallocated the target numbers of workers and districts to TP after issuing the work order

4. Eligible Beneficiaries

RPL is applicable to only registered construction workers & their dependents under CGBOCW who-

- on date of enrolment, fits the minimum age criteria as per the qualification pack (QP) requirements
- Is having a valid registration with CGBOCW.
- Fits in the pre-screening criteria defined by SSC for respective job role
- TP need to ensure that candidate should not appear for training in last 3 financial year.

Note: Training per candidate shall be limited to once in a three financial year. If CGBOCW found the same in that case the total expense on training as per section B point 10 will be bear by TP only.

5. Batch proposal:

- As per the given work order, a batch of minimum 50 beneficiaries for each trade will be mandatory for the concerned agency.
- TP ensure to prepare the batch for only construction related trade as mentioned in RFP document.
- TP shall ensure to share the first batch formation detail to CGBOCW & respective labor office of total work order issued to TP for particular financial year within fifteen days from the date of work order issued. After that TP need to share their monthly roll on plan (batch formation detail) before 7th of every month.
- TP ensure to commence the training within 15 days from batch proposal date, in case District labor office/BOCW head office notice any discrepancy or amendment in batch proposal then same will be communicated to TP within 7 working days from Batch proposal date & TP must ensure to share the revised batch proposal within 3 working days from such communication received.
- Batch formation proposal will include the Annexure-.....(attached with agreement), list of candidate with BOCW valid registration number if required boarding & lodging request letter, Training permission letter from employer (Construction site).

6. Orientation:-

The Agency shall adopt the following orientation guidelines. The TP shall ensure that each enrolled candidate mandatorily undergoes 12 hours of orientation, to be imparted by an RPL trainer, including the following activities:-

Orientation Activities (Minimum duration)

S.No.	Activity	Minimum Duration
1	Domain Training (Clarification of any doubts/gaps a candidate may have with respect to the job role)	6 Hours
2	Soft Skills Entrepreneurship tips specific to the job roles	4 Hours
3	Familiarization with Assessment Process & Terms	2 Hours

7. Method of Conduct:

Initially, the workers shall be required to undergo a mandatory orientation of 12 hours followed by assessment. This will be a substitute and an advancement over the pre-assessment conducted under

DGET model to ascertain the initial skill standard of the worker. Pre-assessment under DGET model brought construction workers with no prior learning experience to face examination as the first step to skilling which may not be the best way to initiate the workers to formal learning and skilling, RPL of 12 hours shall gradually introduce the beneficiaries to classroom learning and also impart value addition through orientation on commonly observed skill gaps and soft skills.

In **Stage 1**, RPL at Employer Premises within PMKVY which has established norms and payouts, shall be adopted for all construction workers. All workers will undergo 12 hours of RPL orientation, which shall be further distributed into 6 hours of domain training specific to job role, 4 hours of soft skills (including financial inclusion and digital literacy and entrepreneurship) and 2 hours of orientation on assessment, The 12 hour content shall be collectively designed by BOCW, TP and CSDCI. All the workers undergoing RPL shall be made aware of health and hygiene factors, work-place safety practices, regulation of workers' rights, digital and financial literacy, knowledge of entrepreneurship concepts, benefits available through the CGBOCW, etc. Relevant details of RPL at Employer premises under PMKVY can be found at under annexure for adoption under the present scheme.

In **Stage 2**, those workers who are unable to clear this assessment shall be asked to undergo another 120 hours Bridge course followed by the assessment. The training/orientation RPL stage 1 and 2 shall be delivered through certified trainer. There shall be a third-party assessment through the Assessment Agencies Affiliated with construction SSC. The payout for training to TP for each certified candidate shall be lying with the PMKVY guideline. For stage 1 a training fee of INR 1400/- per candidate for 12 hours RPL orientation and for stage 2, a training fee as per hourly rate of common norms for 120 Hours of Bridge Course shall be provided to the TP. (Refer Annexure for Common Norms Rate). With regards to Assessment fee, a pay out of INR 900/- per assessed candidate for each stage of RPL program shall be to CSDCI. This Assessment fee shall have three components:

- 10% or INR90/- per assessed candidate to be paid to NSDC as MIS fee for operational support in the forms of SDMS.
- 20% or INR 180/- per assessed candidate to be paid to CDSCI and
- Balance 70% or INR630/- per assessed candidate to be paid to the Assessment agency,

For smooth implementation of financial transactions, all the payouts to CSDCI towards Assessment fee (inclusive of MIS fee to NSDC) and other payouts to the candidates (such as Compensatory wage, Boarding and Lodging etc. shall be done by TP.

8. PROCESS FLOW:

8.1 Identification of job roles and duration of training

a. Job role selection-*

- This RPL program shall cover entry level job roles in construction sector ranging from NSQF level 1 to 4. Major concentration shall be on the job roles of NSQF level 2 and 3 for candidates undergoing up skilling through RPL initially, the job roles taken up under DGET RPL model such as Bar-bending, Assistant Masonry, Masonry, Shuttering, Carpentry, Plumbing, Painting and Scaffolding shall be chosen.
- MOLE, CGBOC and CSDCI shall suggest addition/deletion of relevant job roles during project implementation
- Training shall be aligned to National Skills Qualification Framework (NSQF) which ensures incorporation of trade-wise competencies designed in the National Occupational Standards (NOS).
- Content and curriculum of qualification pack shall be made available by CSDCI.

b. RPL Stage 1- Duration and content of 12 hour RPL training (refer Annexure 1.0 for details)

- Post identification of QPs, BOCW along with CSDCI shall finalize the 12 hour orientation content.
- Customization of content & curriculum shall be done by CSDCI along with the identified TP.

8.2 Accreditation/quality check of training center

- Selected TP's shall create training center at worksite.
- Training center must have all the requirement(s) as per the guidelines. CSDCI shall be responsible for formulating and issuance of guidelines for the accreditation process.
- Trainers shall be certified as per Qualification Pack requirement and Training of Trainers procedure defined by CSDCI
- TPs shall ensure adequate branding at training center in line with branding guidelines defined by COBOCW.
- Accreditation Fees shall be paid by the TP's to CSDCI.
- It is mandatory that the training shall initiate after receipt of accreditation by CSDCI
- TP shall procure and maintain attendance of trainees through Biometric attendance software/Aadliar Enabled Biometric Attendance System. Necessary connectivity and power backup of the device will be ensured by the TP. Attendance data shall be visible to state board and login to be provided by TP's for state board for regular monitoring.

8.3 RPL Stage 1- HPL for 12 hours orientation

- CGBOCW shall identify work sites for training and get all necessary approvals for training & assessment at site.
- TP shall mobilize the candidates for RPL training
- TP shall conduct RPL screening and counseling in line with PMKVY RPL guidelines and process which can be found at Annexure
- CG BOCW along with CSDCI and TP shall finalize the orientation content for duration of 12 hours. All the workers undergoing RPL. should be made aware of health and hygiene factor, work place safety practices, regulations of the workers' rights, benefits available through BOCW, etc. (6 hours), digital and financial literacy, knowledge of entrepreneurship concepts (4 hours) and assessment methodology (2 hours)

8.4 RPL Stage 1- Assessment and Certification

- Assessment shall be conducted to assess the existing knowledge and skill level of the candidates undergoing RPL training. CSDCI shall nominate affiliated Assessment Agencies for undertaking assessments.
- The Agencies should be of national presence and have proven ability to assess the eligible training content with respect to Q
- Assessment (Practical & Theory shall be carried out for checking the training efficiency.
- Results shall be made accessible on SDMS portal and communicated to all key stake holders within 7 days from the date of assessment.
- TPs shall ensure that the certificates are distributed to all eligible candidates within 7 days from the approval of certificates by CSDCI.
- Candidates who score more than 50% (70% for NSQF 4 and above) in the assessment exam shall be considered as passed and will be awarded RPL certificates.
- Candidates scoring less than 50% (70% for NSQF 4 and above) marks in the assessment exam shall be required to undertake RPL Stage 2 program.
- A failed or an absent candidate may undergo re-assessment during the entire duration of Scheme The TP will pay the re-assessment fees upfront to the respective SSC and also

encourage the failed candidates to go for certification under Recognition of Prior Learning (RPL)

8.5 RPL Stage 2-Skilling through Bridge Course

- Candidates, who fall in the assessment exam conducted after mandatory orientation of 12 hours in Stage 1, shall be required to undertake RPL Stage 2.
- Bridge Course of 120 hours shall be provided to eligible candidates. Bridge course content shall be decided by the Mole, CSDCI, BOCW and TPs.
- TPs shall receive a Training fee for 120 hours of Bridge course facilitation at an hourly rate as defined in the common norms of skill development mentioned in the EOI. This payment shall be facilitated by CGBOCW to the TPs for all passed and certified candidates as per the SDMS.

8.6 RPL Stage 2-Assessment and Certification post Bridge Course and certification

The final assessment shall be similar to the stage I assessment. Candidates scoring above 50% (70% for NSQF 4 and above) shall be marked as passed candidate. Candidates scoring below 50% shall be encouraged to undergo fresh skilling in their respective trades.

9. Monitoring/Inspection of Training

- Monitoring shall be conducted by CGBOCW at all stages of training & assessment, which includes pre-training, pre-assessment, bridge training and final assessment.
- Board shall monitor data reporting system and progress of training
- CG BOCWs shall conduct surprise visit(s) to training centers.
- TPs shall be responsible to submit project reports to performance, as sought by CG BOCW.
- COBOCW/Authority shall timely monitor and evaluate the TP Performance.
- CGBOCW shall monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Program Monitoring and Evaluation shall be conducted through various means including an online Management Information System (MIS) that will be designed, developed and deployed by the CGBOCW.
- Inspection shall be done on regular interval by the designated Officers. Agencies shall ensure to take adequate corrective measures towards the feedback provided by the designated Assistant Labour Officer/Labour Inspector in District Labour Office/Officers Authorized by the CG BOCW regarding the Training.

10. Payments

- **Training fee to TP:** CGBOCW shall be responsible to make complete payment to TPs within 15 days of submission of the following documents. The Training fee will be disbursed to direct TP account from BOCW board.
 - a. Certified Invoice copy from respective district labour office by TP-Payment to be made only for successfully certified candidates.
 - b. Work Done Estimate and other documents on enrolment/Hatch ID, Attendance, Assessment and certification.
 - c. Inspection report submitted by the district labour offices.
 - d. TPs also need to send the video clipping and clear photographs of overall training and also assessment to CGBOCW.
- **Assessment fee to TP:** TPs must ensure that the assessment fee shall be paid to the CSDCI (based on the proof of assessments done as per the SDMS data) before batch assessment date on the basis of candidates enrolled. TP is responsible to make any adjustment for the same in future batches, in case candidate(s) does not appear for the RPL. Assessment exam at any stages. Similarly, CSDCI shall transfer the MIS fees to NSDC in advance, before the assessment, immediately on the receipt of the relevant batch wise advance amount from the TP.

- **Wage loss & compensation for candidates-** To be paid by CGBOCW only for each Registered CG BOCW candidates as per state norms will be directly transfer to beneficiary account. TP will submit the list of candidate & their back account detail with CGBOCW registration number certified from district labour office.
- **Boarding and lodging for candidates (if any)** - To be paid by CGBOCW to candidates as per state norms if required. TP need to take the approval from CGBOCW before commencement of training with batch proposal. If the candidates are to be directly reimbursed for Boarding and Lodging, this amount shall be paid daily by the TP to candidates and claim it from CGBOCW
- **Payment Process To TPs And SSC**
 - i. **Training fee to TP:-** CGBOCW shall be responsible for making complete payment to TPs within 15 days of submission of the following documents:-
 - 01) Invoice by TP Payment to be made only for successfully certified candidates.
 - 02) Work Done Estimate and other documents on enrolment/ Batch ID, Attendance, Assessment and certification.
 - 03) The second installment will be paid to the concerned agency after the photography, videography and attendance report of the training is submitted. Attendance report, photographs and videos are mandatory for the second installment payment.
 - ii. **Assessment fee to TP:** TPs must ensure that the assessment fee shall be paid to the CSDCI (based on the proof of assessments done as per the SDMS data) before batch assessment date on the basis of candidates enrolled. TP is responsible to make any adjustment for the same in future batches, in case candidate(s) does not appear for the RPL assessment exam at any stages. Similarly, CSDCI shall transfer the MIS fee to NSDC in advance, before the assessment, immediately on the receipt of the relevant batch wise advance amount from the TP.
 - iii. For the purpose of ease of operations and to minimize any delay in release of payments, TPS shall obtain an advance payment of 10% of total project cost from CGBOCW against a Bank Guarantee of 10% of the project value. TPs may further utilize this advance payment in financing the training fee, Assessment Fee, MIS Fee etc.
 - iv. **Release of Funds:-** Payouts will be directly transferred to the PIA's bank account. Payment will be released only on successful completion of the following milestones in four (04) installments as below:-

Payment Part	Release of Fund method in %	Output Parameters	Submission of the following documents
01	10%	Upon allocation of the target and submission of 10% BG of the project cost.	1. Original BG 2. Training estimate plan with candidate list (As per SDMS portal/ updated portal)
02	30%	Attendance & Monitoring: Monitoring of training delivery and regular participation of trainees. Condition: Attendance must be verified to ensure compliance before assessment results are processed.	1. Trainee attendance 2. Photography And Videography of training.

03	40%	Assessment & Payment Adjustment: Successful assessment of candidates. Condition: Payments will be released upon assessment. In case of drop-out/failed candidates after disbursement of the advance/first tranche, the disbursed amount shall be adjusted in subsequent tranches.	1. Batch assessment report 2. Candidate assessment result.
04	20%	On successful submission of evidence-based proofs of certificate distribution.	1. Document that validates the certificate distribution to the candidate.
Note: 1. Other documents prescribed in the Agreement & work order are also to be submitted. In case any Tax is levied, it will be payable as per the rules. 2. The second installment will be paid to the concerned agency after the photography, videography and attendance report of the training is submitted. Attendance report, photographs and videos are mandatory for the second installment payment.			

SECTION-C

Special Terms of Agreement

1. That the contract shall come into force and effect on the date of signing of the agreement.
2. That the COBOCW issued a separate work order to TP along with districts and targets to train the constructions workers registered with CGBOCW.
3. Agency should agree to follow National Skill Qualification Framework (NSQF) as well as guidelines/directions issued by the board.
4. The agencies shall provide the list of manpower utilized at the training center during the training period and shall bear the entire cost at the training center manpower, infrastructure etc.). Further the agencies shall ensure the payment for the manpower utilized in the training center is in accordance with the minimum wage rule issued by the Chhattisgarh Labour Department on time to time.
5. The TP shall bear the entire cost of technology, safe and effective equipment, machinery, materials and methods used for training purpose at construction site.
6. That except with the prior written consent of the CGBOCW, the TP and the Personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the TP and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services,
7. The TP shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from the CGBOCW, and payments made to its staff, and other costs.
8. The TP shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by COBOCW/Authority. The TP shall not

engage in training activities that conflict with the Interest of the CGBOCW under the Agreement.

9. The TP shall not take any fees from the candidates under any pretext for the training.
10. The TP shall not try to influence the third party assessment in any way whatsoever, and shall duly inform CGBOCW in advance in case an assigned Assessor had a prior beneficial relationship with the TP.
11. CGBOCW/Authority shall disburse the payment after all due verifications have been done for the submitted invoices. The Payment due on the part of CGBOCW/Authority shall be made on the basis of the procedure prescribed for payment of training fee and incentive in accordance with the payment term.
12. Training without inspection report will not be considered for payment.
13. COBOCW/Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties to account for Government of India/State Government stance on various schemes being covered under the mission, Any modification or variation of the terms and conditions of this contract not covered under the contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
14. The quality of performance related to the service, is the essence of the contract and in the event of failure to perform as per the term and condition of the contract and to the satisfaction of CGBOCW/Authority; CGBOCW/Authority shall be free to take suitable decisions with respect to the continuance of the contract.
15. Upon certification, TPs' shall post on their respective websites the list of certified candidates job role wise and grade wise).
16. TP shall submit monthly role out plan and monthly performance report in the stipulated time to the respective district labor offices & CGBOCW head office.
17. If any discrepancy is observed based on the field visits, CGBOCW may have the rights to terminate the particular batch. Three such incidents may lead to the termination of entire work order of TP.
18. TP need to ensure to follow the guidelines issued for covid-19 epidemic during imparting training.

Enclosed:- Annexure "....." (Batch Proposal Format)

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

Signed By,

Signed By,