



Jharkhand Skill Development Mission Society

Request for Proposal for empanelment of desirous agencies as "Training Service Provider" to implement skill development training for sub scheme "Deen Dayal Upadhyay Kaushal Kendra" (DDU-KK) under "Mukhyamantri Sarthi Yojna"

February, 2023

RFP No. JSDM/RFP/002/2023

Date of issue of RFP	17-02-2023
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DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Jharkhand Skill Development Mission Society (hereinafter "JSDMS") is provided to interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by JSDMS to interested parties (henceforth "Bidders") who apply for establishing, operation & maintenance of Mega Skill Training Centres in Jharkhand on PPP mode (henceforth "Project") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for the Project with Jharkhand Skill Development Mission Society for providing skill development training in Jharkhand as per notified norms.

JSDMS makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this bidding process.

JSDMS may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that JSDMS is bound to select any Bidder(s) for any project. JSDMS reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all 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 JSDMS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and JSDMS shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and related processes.



I Background & Contents of this RFP

I.1 About Jharkhand Skill Development Mission Society

Jharkhand Skill Development Mission Society ("JSDMS") was registered on 1st October 2013 under the Societies Registration Act, 1860 to function as an autonomous institution under Department of Labour, Employment, Training & Skill Development, Government of Jharkhand.

The primary objectives of JSDMS are:

- i. To increase the employability of the youth and empower them to take part in the economic growth of Jharkhand and India and thereby reduce unemployment, under-employment, poverty and socio-economic inequality;
- ii. To provide skill development training to the youth of the State;
- iii. To develop self-employment and entrepreneurial skills for youths of Jharkhand;
- iv. To assist in creating an enabling environment to attract investment in professional and skill development sector;
- v. To assist the State Government in formulating appropriate policy, legislations and/or measures to fulfil the skill gap;
- vi. To monitor the costs and quality of training imparted to produce targeted number of high-quality skilled personnel across various strata of youth and workers, especially from amongst the disadvantaged sections of the society;
- vii. To create effective convergence between school education, professional courses and various skill development efforts of Central and State Governments;
- viii. To promote and carry out, on its own or on behalf of the State Government, activities to generate awareness, research and study on skill demand;
- ix. To increase the skill training facility in the state of Jharkhand.

The state has created Jharkhand Skill Development Mission Society (JSDMS) as a nodal agency for all the skill development initiatives in the state to increase the employability of the youth and empower them to take part in the economic growth of the state and the country and, thereby, reduce unemployment, under-employment, poverty and socio-economic inequality. JSDMS runs NSQF compliant Skill Development programs. Current program run by JSDMS is Mukhyamantri Sarthi Yojna.

1.2 Mukhyamantri Sarthi Yojna

"Mukhyamantri Sarthi Yojna" (MMSY) is the primary Skill Development Scheme of Government of Jharkhand implemented by JSDMS. The scheme focuses on providing training to youth in industry relevant NSQF aligned job roles. The scheme will reach up to block level and will be implemented using the Common Cost Norms notification of Ministry of Skill Development and Entrepreneurship, Government of India.

Under the scheme the focused target group shall be Schedule Tribes, Schedule Caste, Women, Person with Disability (PWD), Transgender following the government reservation parameters.

1.3 Sub scheme under Mukhyamantri Sarthi Yojna

A. Saksham Jharkhand Kaushal Vikas Yojana (SJKVY)



Saksham Jharkhand Kaushal Vikas Yojana (SJKVY) aims at providing quality skills training to youth in the age group of 18-35 years and is being implemented across the state of Jharkhand. Each centre has an infrastructural capacity (training centre) of over 10,000 square feet (excluding hostel area) in Ranchi, Dhanbad, East Singhbhum, Hazaribagh and Bokaro and rest districts 5000 square feet (excluding hostel area) with an annual intake of 750 – 1000 trainees per year. The sub scheme provides opportunity to establish residential and non-residential centres.

B. Deen Dayal Upadhyay Kaushal Kendra (Mega Skill Centre) (DDU-KK)

JSDMS has started setting up high-capacity large sized Mega Skill Centres across the state. It has been named as Deen Dayal Upadhyay Kaushal Kendra (DDU KK) which delivers longer duration quality training programs wherein candidates would be able to get skilled with deeper technical acumen to make these candidates industry ready. Each centre has an infrastructural capacity (training centre) of over 25000 square feet (excluding hostel area) with an annual intake of 1500 – 2000 trainees per year. The sub focuses on establishing residential centres.

C. Employability Excellence with College Education & Learning (EXCEL)

The program is designed for 10+2 passed out college students across the state of Jharkhand, to be run in the college campus itself by setting up classrooms and labs. Program runs in colleges, in parallel with on-going traditional education programs, offering skilling as a career option to the youth. The program is open to 10+2 passed out candidates, who are now part of university education, erstwhile passed out students and non-college going students from community. The Government aims to train students in 100 Colleges of State Universities.

D. Block Level Institute for Rural Skill Acquisition (BIRSA)

The scheme focuses on mobilizing those candidates who wish to get skilled within their own local areas and get employed. The training centres under the scheme would be established at block level infrastructures i.e. either in Government or Non-Government buildings. The courses level under the scheme would be limited upto NSQF level I, II and III. The age limit under the scheme has been increased from 35 to 50 for the reserved categories only. The training under the sub scheme will be purely non-residential in nature. Each centre will have target of 500 trainees each year. The size of the training centres would be around 4000-5000 square feet.



1.4 Objective of the Empanelment Process

- a. To speed up the empanelment process it is imperative to integrate the modalities of all the schemes into one so that need based empanelment of TSP's can be done and bidders can be given choices to select the appropriate schemes. It shall reduce the Turnaround time and provide scale of operations to JSDMS.
- b. Training Service Providers ("TSPs") which are eligible to apply for empanelment under various categories and training programs to provide wage/self-employment linked skills training. These trainings will have to be imparted in NSQF compliant courses i.e. Qualification Packs (QPs) of Sector Skills Councils (SSCs).
- c. The Empanelment Process shall be based on evaluation of technical and financial credential of applicants in line with the criteria described against each scheme.
- d. Costing of sanctioned work shall be determined in accordance with the Common Cost Norms notified by Ministry of Skill Development and Entrepreneurship and its amendments as notified by JSDMS from time to time.



2 General Terms and Conditions of the RFP

- a) If it is established that bidder has submitted false information in the proposal then the bidder will be automatically rejected.
- b) The period of the empanelment shall remain valid for five (5) years from the date of empanelment (the date of publishing the final list of empanelled applicants).
 - i. Work order will be issued after successful completion of accreditation and affiliation of the centre and hostel.
 - ii. Empanelled applicants working as Training Service Provider (TSP) have to start Training within 180 days.
 - iii. Work order would not be issued beyond the above-mentioned timeframe.
 - iv. Work order issuance to empanelled TSP will be for a period of one year only and fresh work order for the next year will be issued subject to:
 - a. It is to be ensured by the TSP that 60% of the yearly target is achieved and 40% of the achieved target is placed and has completed three months of employment
 - b. Only those TSPs will receive next year target who have meet the minimum 40% placement (has completed three months of employment) requirement of the annual training target. For example, if the annual target is 1000 then the TSP should achieve minimum 240 placement (Employment either in wage or self-employment with three month of tracking and the third milestone has been claimed and received.) of candidate for receiving next year work order.
 - c. The TSP continuing to meet the eligibility and qualifications criteria as required by the prevailing conditions for empanelment, or as may be amended by JSDMS from time to time; and
 - d. The TSP will be responsible for all data uploaded by it regarding Candidate Registration mandatorily having verified Aadhar ceded Bank Account for DBT related to benefits like Local Travel, Post Placement Support and Rozgar Pratsahan Bhatta, etc. If the data uploading is not done or found incorrect then in such case next year work order will not issue.
 - e. TSP will have to ensure that the benefits of DBT has reached the eligible trainees in time for such process each of the TSP should submit data trainees to JSDMS within mentioned time line of scheme guidelines. If the TSP fails to submit such information in time which stops the beneficiary from getting the benefit in time, then such TSP will not receive any further work orders and lead to dis-empanelment.
- c) Every 6 months the TSP's performance will be evaluated basis the placement number achieved.
- d) Meaning of Placement (Employment)- either wage or self-employment with three month of tracking and the third milestone has been claimed and received.
- e) JSDMS, at its discretion, can terminate the empanelment of any TSP earlier than the expiry of the agreement period.
- f) If any TSP will not start the training within the mentioned timeframe, EMD of the TSP will be forfeited.
- g) JSDMS reserves the right to accept or reject the Proposals without assigning any reason whatsoever. It is not obligatory for JSDMS to accept any Proposal or to give any reasons for their decision.



- h) JSDMS reserves the right to not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- i) Along with the Proposal, a Bidder is required to deposit a non-refundable Bid Fee ("the Bid Fee") of INR 10,000/- (Rupees Ten Thousand only). The bidder should deposit the processing fee electronically. The account detail is mentioned below. The bidder will have to upload details (scanned copy) of the transfers in the specific section of the technical proposal. Without Bid Fee the proposal will not be accepted.
- Name of the bank: Bank of India
 - Account Name: Jharkhand Skill Development Mission Society
 - Account Number: 491010110006345, IFSC Code: BKID0004910
- j) Bidders shall require depositing a refundable EMD of INR 2,50,000/- (Rupees Two Lakh Fifty Thousand only). The bidder should deposit the bid security fee electronically. The account detail is mentioned below. The bidder will have to upload details (scanned copy) of the transfers in the specific section of the technical proposal. It shall be noted that no change in the district and sectors will be entertained during the project period. Without EMD the proposal will not be accepted.
- Name of the bank: Bank of India
 - Account Name: Jharkhand Skill Development Mission Society
 - Account Number: 491010110006345, IFSC Code: BKID0004910
- 1) Refund of EMD: The EMD of unsuccessful applicants shall be refunded within 60 days of completion of empanelment process.
 - 2) Refund of EMD: The EMD of successful applicants shall be refunded after receiving the Performance Bank Guarantee for the allocated work order.
 - 3) Forfeiture of EMD: The EMD taken from the applicant shall be forfeited in the following cases:
 - a. When the applicant does not sign the agreement within a period of 10 working days of issue of Letter of Intent (LoI)
 - b. When the applicant withdraws or modifies his proposal after opening of proposals.
 - c. When the applicant does not deposit the Performance Bank Guarantee mentioned in the work order in the form of Bank Guarantee within 15 days from issuance of the workorder is issued.
 - d. Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined
- k) Empanelment as Training Service Provider with JSDMS does not guarantee that all the Training Service Providers would get work order.
- l) The applicant will have to provide list of 05 preferred District along with the proposal.
- m) All the Skill Development Training programs of JSDMS would be implemented through the jsdm.jharkhand.gov.in and as per the guideline of the sub scheme.
- n) All the payments TSP will be as per the "Common Cost Norm" Notification and its amendments issued by Ministry of Skill Development and Entrepreneurship, Government of India.
- o) Subletting / Franchising of training targets/ part of the training centre under any sub scheme would lead of the black listing of the successful bidder and the agency accepting such subletting or franchise.
- p) If the empanelled Training Service Provider (TSP) gets any type of Government Building, then there will be deduction of 10% from the Training Cost of the TSP for the urban areas and 5% for the rural area.



- q) JSDMS shall endeavour to adhere to the following schedule but reserves the right to alter the same. The date of all the events shall be notified on JSDMS website:

Sl No	Details	Date
1	Issuance of RFP	17-02-2023
2	Last date for receiving Pre-Bid queries	24-02-2023 (up to 2.00 pm)
3	Pre-Bid Meeting	24-02-2023, 2.30 pm
4	Publishing of responses to Pre-Bid Queries	28-02-2023
5	Last date for submission of Proposals	11-03-2023, till 6.00 pm
6	Bid Opening	13-03-2023, 11.30 am

- r) Last five years means (i) FY 2021-22, (ii) FY 2020-21, (iii) FY 2019-20, (iv) FY 2018-19) & (v) FY 2017-18
- s) All the applicant will have to submit their preference of District. Allocation of District will be done by JSDMS only.
- t) "Training Completed" means are those candidates who have successfully cleared the assessment & certification, and as per the common cost notification of Government of India and also the Training Service Provider/ Training Partner have received the second milestone payment for the claimed number.
- u) "Entity Incorporated in Jharkhand" means the type of applicant have registration certificate issued by the competent authority of state or central Government as applicable and the applicant should have its registered office at Jharkhand, further the registration document should mention that the applicant has its registered office in Jharkhand.
- v) "Own Property" means such property which is owned by the applicant i.e. by the business entity and the property has been mentioned as capital asset in the duly audited books of accounts of the applicant or any property owned any competent authority of the applicant who is not an employee of the applicant and has officially handed over the Property / or has allowed the applicant for use of the property with all legal formalities such as agreement / power of attorney etc. executed on non-judiciary stamp paper duly signed by both parties.
- w) "Long term lease" - The lease document should be on non-judiciary stamp paper of minimum Rs. 100 clearly mentioning that the premises has been taken on long term lease i.e. for minimum five years for the purpose of running skill development centre / hostel with a total built-up covered areas as mentioned in the sub-scheme norms. The lease deed must be executed prior to submission of this RFP application. The lease deed must be registered in the registration office of government of Jharkhand. Applications will be rejected if the lease deed submitted is not registered.
- x) The existing Training centre of JSDMS will not be allowed to be shown under point number 3.2.A.4 (a) for "own or long-term lease building" if it is found that the existing centre has been shown under 3.2.A.4.(a) then such proposal will be rejected.



3 Eligibility and Evaluation Criteria

3.1 Minimum Eligibility Criteria:

- An eligible applicant must be a legal entity in the form of Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/ NGO/ Trust with minimum legal existence of 5 years as on the date of application
- Applicant could be either a Single entity or a consortium of not more than 2 members. Lead Bidder must fulfil the scoring credential individually during the application submission. All the decision and rights of lead bidder will prevail prior and post submission of the proposal. The lead applicant while applying meeting all the eligibility on its own.
- Both entities should not be blacklisted by any State Government/ Central Government/ Donor Agency.
- Average annual turnover of at least INR 5 Crores in the last 5 years
- Average Net Worth of at least INR 0.50 Crore in the last 5 years.

3.2 Evaluation Criteria:

S. No	Parameters	Max. Marks
Part A: Technical Proposal submitted to JSDMS		
A.1	Legal Status (20 Marks)	
a)	<p>Type of agency: -</p> <ul style="list-style-type: none"> • Educational Institutions – 5 Marks • Skilling - 8 Marks • Skilling & Educational Institutions – 10 Marks <p>Verifiable document to be submitted:</p> <ol style="list-style-type: none"> Deceleration by the competent authority of the applicant that the above sector/s are part of their business under the organization through which they are submitting the proposal against this RFP. Deceleration by the auditor under seal and sign that the above sector/s are part of their business of the applicant and the organization has earned through the above sector/s. <p>Formats to be submitted: Filled and duly seal and signed copy of Format/s- VIII and XI</p>	10
b)	<p>Incorporation Office in Jharkhand: -</p> <ul style="list-style-type: none"> • For entity incorporated in Jharkhand, having registered office in Jharkhand <p>Verifiable document to be submitted:</p> <ol style="list-style-type: none"> Copy of the incorporation certificate under seal and signature of the applicant. <p>Formats to be submitted: Filled and duly seal and signed copy of Format/s- III</p>	10
A.2	Technical Capability (25 Marks)	
a)	<p>Number of Years of Experience in Skill Development: -</p> <ul style="list-style-type: none"> • Up to 3 years – 2 Marks • 3 to 5 years – 5 Marks • > 5 years – 10 Marks <p>Verifiable document to be submitted:</p> <ol style="list-style-type: none"> Deceleration by the competent authority of the applicant that the applicant has achieved the numbers mentioned above through implementation of different schemes. Deceleration by the auditor under seal and sign that the above sector/s are part of their business of the applicant and the 	10



	<p>organization has earned through the above sector/s.</p> <p>iii. Copies of year wise work order received / agreement signed for government skill development schemes</p> <p>Formats to be submitted: Filled and duly seal and signed copy of Annexure/s - VIII and XI</p>	
b)	<p>NSQF compliant Skill Development Training Completed (Certified) under Government Schemes in the past 5 completed financial years</p> <ul style="list-style-type: none"> • Completion of skill training of 1500 trainees: 2 marks • Completion of skill training for more than 1500 trainees prorated at the rate of 1 mark for every 750 trainees, up to a maximum of 10 marks in total <p>Verifiable document to be submitted:</p> <ol style="list-style-type: none"> Deceleration by the competent authority of the applicant that the applicant has achieved the numbers mentioned above through implementation of different schemes. Deceleration by the auditor under seal and sign that the above numbers have been achieved by the applicant under various schemes of central and state government. Copies of year wise work order received / agreement signed for government skill development schemes <p>Formats to be submitted: Filled and duly seal and signed copy of Format/s - IV and V</p>	10
c)	<p>Number of Trainees Placed after Skill Development Training in the past 5 completed financial years</p> <ul style="list-style-type: none"> • Prorated at the rate of 1 mark for every 225 placed trainees, up to a maximum of 5 marks in total <p>Verifiable document to be submitted:</p> <ol style="list-style-type: none"> Deceleration by the competent authority of the applicant that the applicant has achieved the numbers mentioned above through implementation of different schemes. Deceleration by the auditor under seal and sign that the above numbers have been achieved by the applicant under various schemes of central and state government. Copies of year wise work order received / agreement signed for government skill development schemes <p>Formats to be submitted: Filled and duly seal and signed copy of format/s - IV and V</p>	05
A.3	Financial Capability (20 Marks)	
a)	<p>Average annual turnover in the past 5 completed financial years</p> <ul style="list-style-type: none"> • INR 5 Crore: 5 marks • Prorated at the rate of 1 mark for every INR 1 Crore (after 5 crore), up to a maximum of 10 marks in total <p>Verifiable document to be submitted:</p> <ol style="list-style-type: none"> Deceleration by the auditor under seal and sign that the above numbers have been achieved by the applicant under various schemes of central and state government. Copies of year wise audited books of accounts. 	10



	Formats to be submitted: Filled and duly seal and signed copy of format/s – VI and VIA	
b)	Net worth in the past 5 completed financial years <ul style="list-style-type: none"> • Less than and equal to INR 0.50 Crore: 0 mark • Prorated at the rate of 1 mark for every INR 10 Lakh (after INR 0.50 Crore, up to a maximum of 10 marks in total) Verifiable document to be submitted: <ol style="list-style-type: none"> Declaration by the auditor under seal and sign that the above numbers have been achieved by the applicant under various schemes of central and state government. Formats to be submitted: Filled and duly seal and signed copy of format/s – VI and VIA	10
A.4	Own / long term Lease Property for Skill Development Centre (Max. Marks: 10)	
a)	Bidders with own/lease property for skill development centre within the state having more than 25,000 sq. ft. area in Jharkhand for training centre. Verifiable document to be submitted: <ol style="list-style-type: none"> Own Property: <ul style="list-style-type: none"> • Copy of registered registration deed of the land or sale deed for building, along with copy of last three months electricity bill in name of the owner. <p style="text-align: center;">Or</p> • Copy of registered power of attorney if the owner has given the building to someone, along with copy of last three months electricity bill in name of the owner. <ol style="list-style-type: none"> Long leased property: <ol style="list-style-type: none"> Copy of the registered agreement signed between the applicant and the owner of the land and building or entire building or part of the building taken for lease. <p>Note: The first or set of first skill development centre/s to be established by the applicant is in the building shown here for the purpose of marking, if the applicant fails to establish the centres within the given timeline, the empanelment of the applicant immediately comes to end.</p> <p>In event of the following the above clause may not be applicable (i) when the premises has collapsed, or (ii) when the Government has declared the building as unsafe and ordered evacuation or (iii) any government plan which was not effective prior to the empanelment of the applicant with JSDMS and government has ordered evacuation.</p> Formats to be submitted: Filled and duly seal and signed copy of format/s – X	10
Part B: Technical Presentation before the Evaluation Committee		
B.1	Technical Presentation (Maximum Marks: 25)	
a)	Break-up: <ul style="list-style-type: none"> • Applicant's understanding of skill development • Applicant's understanding of Jharkhand and suitability for the state • Applicant's approach & methodology for skilling • Applicant's faculty, infrastructure, placement track record, etc. 	25



► Note:

For the purpose of this Evaluation Process, Applicant are required to submit information and supporting documents on only such trainings which qualify as per the guidelines mentioned below:

- a Skill development training implies at least 200 hours of domain-specific skill training aligned to NSQF oriented towards employment of trainees, through a government-sponsored programme including but not limited to DDU-GKY, NULM, SDIS, PMKVY, and other skill development schemes;
- b CA certificate indicating the project cost and revenue generated along with training target and achievement number accompanied by supporting documents like work order / agreement/ completion certificate for which the achievement has been claimed;
- c Only completed skill development trainings (i.e. training followed by assessment/certification) shall be considered for evaluation under this RFP;
- d Only such data shall be considered for evaluation which is substantiated by the Applicant through adequate documentary proof (list of acceptable/suggested documents provided). The onus of providing adequate and verifiable supporting evidence lies upon the Applicant;
- e Proposal/candidature will be rejected if any data / information's /documents mentioned in the response document is found to be forged/illegitimate / misleading in any point in time. Also, the bidder will be blacklisted from all future programs of JSDMS
- f Minimum eligibility requirement of financial turnover is INR 5.0 crore is for 1 training centre under DDU-KK scheme for this RFP, if any applicant / bidder wish to apply for more than one centre then the financial turnover requirement will be multiple of INR 5.0 crore per centre.
- g If any empanelled Training Service Provider wish to increase the number of centres within the same financial year, then the Training Service Provider will have to produce evidence that it meets the criteria of the Turnover mentioned above, for subsequent the financial year the value of turnover will increase by 10%.

3.3 Infrastructure Required for establishing DDU-KK centre:

The minimum area required for establishing DDU-KK Skill Training centre would be 25,000 sq. ft. excluding hostel. Separate hostel with all amenities for boys and girls within or outside campus with all prescribed norms need to be established.



4 Application Process - Preparation and submission of proposals:

4.1 Format of Proposal Submission

- i. The Bidder shall provide all information sought under this RFP. JSDMS will evaluate only those proposals that are received in the required formats and complete in all respects.
- ii. The proposal should be neatly typed in indelible ink and signed by the authorised signatory of the Bidder. All pages should be numbered. All alterations, omissions, additions or any other amendments made to the Proposal must be initialled by the person(s) signing the proposal.

4.2 Submission of Proposals

- i. The Bidder shall submit the proposal online <https://jharkhandtenders.gov.in> with a valid Digital Signature of any Authorised Bidder of the Firm in the format specified in the Appendices with the Cover Page clearly mentioning "Request for proposal for empanelment of desirous agencies as "Training Service Provider" to implement skill development training for sub scheme "Saksham Jharkhand Kaushal Vikas Yojna" under "Mukhyamantri Sarthi Yojna" of Jharkhand Development Mission Society.
- ii. Bidders requiring any clarification on the RFP may notify JSDMS in writing or by letter and/or e-mail to jsdmtenders@gmail.com
- iii. Any modification and amendment in the RFP shall be uploaded on the website. Prospective Bidders are requested to remain updated with regard to any addendum/ notices/ amendments/ clarifications etc. on the website at <https://jharkhandtenders.gov.in> JSDMS may not provide separate notifications for such addendum/notices/amendments /clarifications, etc. in the print media (press) or individually.
- iv. Proposals should be submitted online.
- v. Proposals submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained.
- vi. Bidders may not modify, substitute or withdraw their Proposals after submission, unless the same has been expressly sought for by JSDMS, shall be disregarded.
- vii. The bid security of unsuccessful bidders shall be returned within 60 days of communication to the unsuccessful bidders about their disqualification. The bid security of successful bidders shall be returned upon signing of agreement and submission of performance security by the Preferred Bidder. Scanned copy of the same needs to be attached to the technical proposal.
- viii. The documents in the Proposal shall be numbered serially and placed in the order mentioned below, along with this checklist:

S. No.	Description	Reference
1	Cover Letter	Format - I
2	Affidavit on not being blacklisted	Format - II
3	Bidder Details	Format - III
4	Technical Capability Statement	Format - IV (a & b)
5	Financial Capability Statement	Format - V (a & b)
6	Power of Attorney	Format VI
7	Declaration of nature of business	Format - VII (a & b)
8	Details of own/ lease property	Format - VIII
9	Consortium Bidding Agreement	Format - IX
10	Pre-bid quarry	Format X



4.3 Address and Contact Number for all communication:

Mission Director - cum - CEO,
Jharkhand Skill Development Mission Society
2nd Floor, Labour Department Hygiene Building,
Behind Shram Bhawan,
Doranda, Ranchi – 834002, Jharkhand, Phone – 0651-2490655

4.4 Rejection of Proposals:

- + JSDMS reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for JSDMS to accept any Proposal or to give any reasons for their decision.
- JSDMS reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Proposal without assigning any reason(s).

4.5 Confidentiality:

1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JSDMS in relation to, or matters arising out of, or concerning the bidding process.
2. JSDMS will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. JSDMS may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or JSDMS.

4.6 Correspondence with the Bidder

JSDMS reserves the right to not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.



5 EVALUATION OF BIDS

5.1 Evaluation of Proposals

- i. JSDMS will examine and evaluate the Proposals in accordance with the provisions set out in Clause mentioned.
- ii. If at any time during the evaluation process JSDMS requires any clarification, it reserves the right to seek such information from any or all of the Bidders and the Bidders will be obliged to provide the same with supporting documents in the specified time frame.

5.2 Tests of responsiveness

- i. Prior to evaluation of Proposals, JSDMS shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - it is received by the Proposal Due Date including any extension thereof;
 - it is accompanied by the Processing Fee;
 - it does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof.

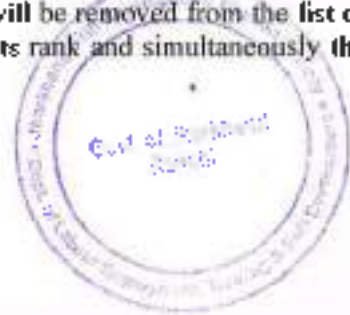
5.3 Rejection of proposal:

JSDMS reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JSDMS in respect of such Bid.

5.4 Evaluation of bids:

The Bidder has to be adjudged as responsive in terms of Clause for participating in the Proposal process.

- a. Bidder shall be considered deemed eligible when it meets the eligibility criteria as mentioned against sub scheme under the Mukhymantri Sarthi Yojna for which it has submitted the application.
- b. Bidders who meets the "Minimum Eligibility Criteria" as mentioned against sub scheme under the Mukhymantri Sarthi Yojna (referred to as "Shortlisted Bidders") shall qualify for making a Technical Presentation before the Selection Committee.
- c. Based on the total of the marks achieved by the bidder / applicant in the Technical Proposal and Technical Presentation a ranking list of selected applicants would be prepared.
- d. The selected applicant having rank 1 of any sub scheme will get the two districts i.e. preference number of 1 and 2 in DDU-KK. Subsequently the rank 2 holder will get its preference of districts. If for example the choice of preference of districts are same between rank 1 and rank 2 holder then in that case the rank 2 holder will get its preference number 3 and 4 of the districts.
- e. If there is a tie of rank between the applicants then to decide the rank of the applicants, the applicant with higher financial turnover will be given higher rank and so on, if in case if there is also tie in the financial turnover then the applicant having higher number of certified candidates will be considered higher and even if there is a tie in the parameter for certified candidates then the selection committee reserves the right to decide the new parameter.
- f. If the selected bidder does not get preferred District from the list of the preferred District then JSDMS on its own allocate two District available after allocation to the selected applicants. If the applicant does not accept such District, then the applicant will be removed from the list of selected applicants and the applicant after it will be allocated its rank and simultaneously the



ranks will be again reorganized and new selected applicant will be added from below in ranking list of the applicants.



6 APPENDIX – Proposal formats

Format – I

<In the letterhead of the bidder / applicant>

Covering Letter

From,

<Name of the competent authority>
<Name of the applicant>
<Address of the registered office of the applicant including pincode>

To,

Mission Director – Cum – CEO,
Jharkhand Skill Development Mission Society
2nd Floor, Labour Department Hygiene Building,
Behind Shram Bhawan, Doranda, Ranchi,
Jharkhand – 834002

Subject: Proposal for empanelment under the sub scheme **Deen Dayan Upadhye Kaushal Kendra of "Mukhyamantri Sarthi Yojna"**

Dear Sir,

This is in response to the RFP issued by the Jharkhand Skill Development Mission Society <Ref No.>, <dated>. <Name of the Bidder / Applicant> is keen to get selected as empanelled partner of JSDMS, hereby express interest in being considered for the same.

<Name of the Bidder / Applicant> has submitted the bid fees and EMD through online bank transaction in the following bank account of JSDMS:

- **Name of the bank:** Bank of India
- **Account Name:** Jharkhand Skill Development Mission Society
- **Account Number:** 491010110006345, IFSC Code: BKID0004910

The details of the bank transaction are placed below:

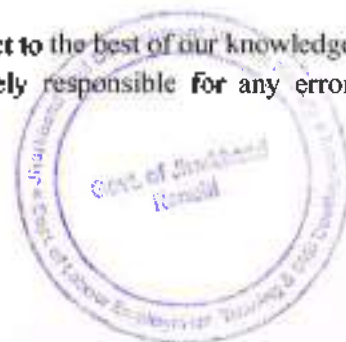
Sr. No.	Purpose of transaction	Bank Name	Date	Transaction Number
1.	Bid Fees (INR)			
2.	EMD (INR)			
Total amount deposited				

Please find our preference for establishing skill development centre

Preference No.	District	Block
1.		
2.		
3.		
4.		
5.		

<Name of the Bidder / Applicant> have examined in detail and have understood the terms and conditions stipulated in the RFP issued by JSDMS and in any subsequent communication sent by JSDMS. <Name of the Bidder / Applicant> agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from JSDMS.

The information submitted in our RFP is complete and correct to the best of our knowledge and understanding. <Name of the Bidder / Applicant> would be solely responsible for any errors or



omissions in our RFP. <Name of the Bidder / Applicant> acknowledge that JSDMS will be relying on the information provided in the RFP and the documents accompanying such RFP for Empanelment of Training partner and <Name of the Bidder / Applicant> 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 RFP are true copies of their respective originals.

<Name of the Bidder / Applicant> acknowledge the right of JSDMS to reject our RFP without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

<Name of the Bidder / Applicant> declare that <Name of the Bidder / Applicant> satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.

This RFP is unconditional, and <Name of the Bidder / Applicant> hereby undertake to abide by the terms and conditions of the RFP.

<Name of the Bidder / Applicant> understand that any work sanctioned in pursuance to the bidding process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed <Name of the Bidder / Applicant> and accepted by us before undertaking such work.

<Name of the Bidder / Applicant> have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For and on behalf of:

Signature:
Name:
Designation:
(Company Seal)
(Authorized Representative and Signatory)

Note:

The Covering Letter is to be submitted by Authorized Signatory on the organisation's letterhead with his/her signature and seal.



Format - II

< On INR 100 non-judiciary stamp paper only, due notarized>

(Affidavit on non-judicial stamp paper by Authorized Signatory of the Bidder / Applicant with his/her signature and company seal)

AFFIDAVIT

I/ <Bidder / Applicant>, on behalf of (Name of Bidder / Applicant), with its registered office at do hereby declare that the above-mentioned Bidder / Applicant has not been blacklisted/ debarred by any State/Central Government authority / Donor Agency.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

The below mentioned format needs to be used for consortium only -

AFFIDAVIT

I/ <Name of the lead Bidder / Applicant>, on behalf of <Name of the Lead Bidder / Applicant> and <Name of the Sub Bidder / Applicant>, with its registered office at <Lead Bidder / Applicant> and <Name of the Sub Bidder / Applicant> do hereby declare that the above-mentioned Bidder / Applicant has not been blacklisted/ debarred by any State/Central Government authority / Donor Agency.

For and on behalf of:

	Type the below matter only for consortium for Sub bidder
Signature:	Signature:
Name:	Name:
Designation:	Designation:
(Company Seal)	(Company Seal)
(Authorized Representative and Signatory)	(Authorized Representative and Signatory)



Format – III

a. Bidder / Applicant's Details (in case of single bidder)
*(To be provided by Authorized Signatory on Letterhead
with his/her signature and company seal)*

S. No.	Description	Details
1.	Name of Legal Entity	
2.	Registered office address as mentioned in incorporation certificate and related documents.	
3.	Name of Registering Authority	
4.	Registration Number	
5.	Date of Registration	
6.	Place of Registration	
7.	PAN Card Number	
9.	Address of the Bidder / Applicant	
10.	Contact person name, e-mail & mobile number	
11.	Official E-mail ID	
12.	Mobile number of competent authority	

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

Note: Copy of appropriate registration / incorporation certificate along with a copy of PAN card should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table.



b. Format – Bidder / Applicant's Details (in case of Consortium)
*(To be provided by Authorized Signatory on Letterhead of lead Bidder / Applicant
with his/her signature and company seal)*

S. No.	Description	Details	
		Lead Bidder / Applicant	Sub Bidder / Applicant
1.	Name of Legal Entity		
2.	Status / Constitution of the Bidder / Applicant		
3.	Name of Registering Authority		
4.	Registration Number		
5.	Date of Registration		
6.	Place of Registration		
7.	PAN Card Number		
9.	Address of the Bidder / Applicant		
10.	Contact person name, e-mail & mobile number		
11.	Official E-mail ID		

Lead Bidder / Applicant

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized Representative and Signatory)

Sub Bidder / Applicant

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized Representative and Signatory)

***Note:** Copy of appropriate registration / incorporation certificate along with a copy of PAN card should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table.*



Format – IV (a)

Format – Technical Capability Statement

<On the letterhead of Chartered Accountant, duly signed and sealed>

(Duly signed by the Authorised Representative and certified by a Chartered Accountant)

Skill Development Training & Placement in past 5 financial years:

a. In case of single Bidder / Applicant

S. No.	Financial Year	Number of Certified Candidates for which Skill Training Completed	Number of Candidates Placed after Skill Training
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	2020-21		
5.	2021-22		
Total			

That the <name of the bidder/ applicant> has received the second instalment pertaining certification and the same has been recorded in the books of records of the <name of the bidder/ applicant>

For and on behalf of:

Chartered Accountant Firm
Signature
Name
Designation
Membership No
UDIN
Seal

Note – without UDIN the document is valid.



Format – IV (b)**Format – Technical Capability Statement****<On the letterhead of bidder/Applicant, duly signed and sealed>****Declaration**

It is hereby declared that the information submitted by <name of the bidder/applicant> is true and verifiable in all respect. That JSDMS has every right to verify the details submitted with Ministry / state department for which the scheme implementation has been done.

Financial Year	Scheme Name	Ministry / State Department of the Government	Work order – Number and Date / Agreement - signing date and valid till	No of Certified Candidates	Certified Candidates details available in the following portal	No of Candidates Placed	Details of supporting proof provided	Page number

Authorized Representative of the Bidder / Applicant
Signature
Name
Designation
Seal



Format -- V (a)

<On the letterhead of Chartered Accountant, duly signed and sealed>

Format –Financial Capability Statement

(Duly certified by a Chartered Accountant)

On the basis of audited financial statements, I <Name of the Chartered Account> hereby submit that the <Name of Bidder / Applicant>, is having registered office at <Name of the State>, and is registered under <Name of the registering authority> on the <date> bearing the <registration number> has the following annual turnover and net worth in past five consecutive financial years, as follows:

S. No.	Financial Year	Annual Turnover (INR in Lakhs)	Net worth (INR in Lakhs)
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	2020-21		
5.	2021-22		
TOTAL			
AVERAGE			

For and on behalf of:

Chartered Accountant Firm
Signature
Name
Designation
Membership No
UDIN
Seal

Note – without UDIN the document is valid.



Format – V – (b)

<On the letterhead of bidder /applicant, duly signed and sealed>

Format –Financial Capability Statement

(Duly signed by the Authorized Representative)

I <Name of the Competent Authority> hereby submit that the <Name of Bidder / Applicant>, has the following annual turnover and net worth in past five consecutive financial years, as follows:

S. No.	Financial Year	Annual Turnover, (INR in Lakhs)	Net worth, (INR in Lakhs)
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	2020-21		
5.	2021-22		
TOTAL			
AVERAGE			

For and on behalf of:

Authorized Representative of the Bidder / Applicant
Signature
Name
Designation
Seal



Format – VI

Format – Power of Attorney in favour of Authorized Signatory in letter head of the applicant

(On Non-Judicial Stamp Paper of INR 100 and duly notarized)

This is to authorise Mr./Ms. _____ and _____ presently _____ son/daughter/wife of _____ residing at _____, who is presently employed with us and/or holding the position of _____, for doing in our name and signing on our behalf all such acts, deeds and things as are required in connection with submission of our bid for "Empanelment of Training Partner for _____ (name of the scheme)" including but not limited to signing and submission of all applications, bids and other documents, participating in Bidder / Applicants' conferences and providing information / responses to Jharkhand Skill Development Mission Society (JSDMS), representing us in all matters before JSDMS or concerned Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with JSDMS.

IN WITNESS WHEREOF <BIDDER / APPLICANT>, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____.
Signed on behalf of _____

(Signature)
(Name, Title and Address)

Accepted
(Signature)
(Name, Title and Address)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder / Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolutions' Power of attorney in favour of the person executing this Power of Attorney for the delegation of Power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder / Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



Format – VII (a)

<On the letterhead of Chartered Accountant, duly signed and sealed>

It is hereby declared that the applicant is engaged in <Name of the business> as per the list mentioned in the RFP document for past <number of years> there has been income by the applicant from the named business. It also further declared that the applicant is engaged in skill development business for <number> years and it has received <number> of work order/s from <number> of agencies starting from the <number> year.

Chartered Accountant Firm
Signature
Name
Designation
Membership No
UDIN
Seal



Format – VII(b)

<In the letterhead of the bidder / applicant>

It is hereby declared that <Name of the bidder / Applicant> is engaged in the business <Name of the Business> as per the list mentioned in the RFP document for past <number of years> and there has been income by the applicant from the named business. It also further declared that the applicant is engaged in skill development business for <number> years and <Name of the bidder / Applicant> has received the first work order from <name of the agency> in the <year>. The copy of the work order is attached with proposal.

For and on behalf of:

Authorised Representative of the Bidder / Applicant
Signature
Name
Designation
Seal



Format – VIII

<In the letterhead of the bidder / applicant>

It is hereby declared that <Name of the bidder / Applicant> is proposing the following centre/s against the point number 4.A (a) bearing heading **Own / long term Lease Property for Skill Development Centre**. It is further declared that the proposed properties are not in use as any skill development training centre or hostel related to the operational training centre.

Sr. No.	District	Address of the proposed centre	Rural / Urban
1.			
2.			
3.			
4.			
5.			

For and on behalf of:

Authorized Representative of the Bidder / Applicant
Signature
Name
Designation
Seal



Format – IX

Consortium Bidding Agreement

(On Non-Judicial Stamp Paper of appropriate value and duly notarized)

This Consortium Bidding Agreement (hereinafter referred to as the "Agreement") is entered into on this the [PLEASE INSERT DAY] day of [PLEASE INSERT MONTH], [PLEASE INSERT YEAR].

BETWEEN

1. [NAME OF ENTITY], a Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/ NGO/ Trust/ Association/ Educational Institution under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the "First Party" or referred as the "Lead Member".

AND

2. [NAME OF ENTITY], a Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/ NGO/ Trust/ Association/ Educational Institution incorporated under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the "Second Party" or referred the "Sub Member".

Each of the First Party and Second Party, are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- (A) The Jharkhand Skill Development Mission Society (An autonomous body under Department of Labour, Employment, Training and Skill Development), under the Government of Jharkhand, having its office at Shram Bhawan, Doranda, Ranchi- 834 002, Jharkhand (hereinafter referred to as the "Authority") has invited bids (hereinafter referred to as the "Proposal") in response to its Request for Proposal No. [] dated [] (hereinafter referred to as the "RFP") for empanelment of desirous agencies as "Training Service Provider" to implement skill development training for sub scheme "Deen Dayal Upadhyay Kaushal Kendra" under "Mukhya Mantri Sarthi Yojna" (hereinafter referred to as the "Project").
- (B) The Parties are interested in jointly bidding for the Project as Consortium Members and in accordance with the terms and conditions of the RFP document and other bid documents issued by the Authority in respect of the Project, and
- (C) It is a necessary condition under the RFP document for the Consortium Members to enter into this Agreement and furnish a copy thereof with the Proposal.



NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. RELATIONSHIP OF THE PARTIES

2.1. The purpose of this Agreement is to establish and record terms to govern the relationships of the Parties with each other. The Parties do hereby irrevocably constitute a Consortium for the purposes of jointly participating in the bidding process for the Project.

2.2. The Parties agree to cooperate with each other in the negotiation, preparation and submission of the Proposal and in the event that they are awarded the Project, in the preparation, finalization and execution of the Concession Agreement on the terms set out in this Agreement.

2.3. Nothing contained in this Agreement is intended to create a partnership or any other separate legal or corporate entity.

3. TERM OF THIS AGREEMENT

This Agreement will commence from the date of execution and shall be valid till end of the project.

4. EXCLUSIVITY

For a particular Sector, no Party shall directly or indirectly, except as part of the Consortium, alone or with any third party prepare or submit, or participate in the preparation or submission of, any other Proposal in response to the RFP (as applicable).

5. ROLES AND RESPONSIBILITIES OF THE PARTIES

5.1. The Parties hereby undertake to perform the roles and responsibilities as described herein below:

(a) The Parties hereby acknowledge that the First Party shall be the Lead Member of the Consortium and shall have the authority to conduct all business in relation to the bidding process for and on behalf of any and all the Consortium Members during the bidding process and in the event that the Consortium is awarded the Project, during the preparation, finalization and execution of the Consortium. The Lead Member shall be authorized pursuant to a Power of Attorney provided by all other Parties (i.e. the Non-Lead Members) to conduct all business and to sign and file relevant documents in connection to the bidding process for and on behalf of the Consortium and represent and irrevocably bind all other Consortium Members in all matters connected to the bidding process. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the First Party/Lead Member are:

- 1.
- 2.
- 3.



- (b) The Second Party shall be the <technical/financial/operation and maintenance/ any other> [please mention] member of the Consortium. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the Second Party are:

- 1.
- 2.
- 3.

6. JOINT AND SEVERAL LIABILITY

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, until such time that the Agreement is terminated pursuant to Clause 9.

7. REPRESENTATION AND WARRANTIES

Each Party represents to the other Parties as of the date of this Agreement that:

- a) It is duly organized, validly existing and in good standing under the laws of the country of its incorporation/formation and has the requisite Powers and authority to enter into this Agreement.
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the memorandum and articles of association and/or board resolution/ Power of attorney authorizing the legal representatives of the Party to execute this Agreement on behalf of the Party is annexed to this Agreement.
- c) The execution, delivery and performance by such Party of this Agreement will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which it is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened against it to which it or any of its Associates is a party that presently affects or which would have a



material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

- e) Each Party warrants that it has the necessary resources, licenses and permits for the information contained in the Proposal and the delivery of services and deliverables contemplated or that will be contemplated in the Concession Agreement.

8. TERMINATION

9.1. In the event that the Consortium is not awarded the Project or in case of cancellation of the bidding process by the Authority, this Agreement shall automatically come to an end and the Consortium shall consequently be dissolved, subject to each Party duly completing or performing its pending obligations, if any.

9.2. Except as provided in Clause 9.1 and 9.2 above, the Parties shall not terminate this Agreement without the prior written approval of the Authority.

9. VALID AND BINDING OBLIGATION

10.1. Each of the Parties agree that this Agreement constitutes a valid and binding obligation upon the Parties concerned and is enforceable against each of them in accordance with the terms and conditions herein contained.

10.2. Unless otherwise agreed, each of the Parties agree that in case of a successful bid, all Parties shall be jointly and severally liable for the execution of the Concession Agreement with the Authority, in accordance with the terms and conditions contained therein.

10. COSTS

11.1. The Parties agree that each Party will bear its own costs arising out of this Agreement, except as maybe agreed otherwise in writing.

11. CONFIDENTIALITY AND NON-DISCLOSURE

12.1. The Parties agree that they will keep confidential and will not disclose to any third parties, firms, corporations or others, this Agreement, or any of the terms of this Agreement, provided that either Party may disclose the information pursuant to the process or otherwise required by other applicable laws including any directions from government agencies, central bank etc., in which case the Party that has been requested to provide the information shall notify the other Parties of such request, so that the other Parties may object to such production, or take any other action they deem necessary and appropriate.

12. NOTICE

13.1. All notices or processes among the Consortium Members, relating to this Agreement, shall be valid and effective if sent by [PLEASE INSERT THE MODE OF COMMUNICATION (E.G. LETTER/E-MAIL)] to the respective addresses as provided herein below.

For the First Party/ Lead Member: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE FIRST PARTY]

For the Second Party: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE SECOND PARTY]

13. MISCELLANEOUS

14.1. This Agreement shall be governed by laws of India.



- 14.2. The Parties acknowledge and accept that this Agreement shall not be amended or modified by the Parties without the prior written approval of the Authority.
- 14.3. The Parties acknowledge and accept that no change in the composition of the Consortium shall be permitted after the Proposal Due Date up to the issuance of the LoA.
- 14.4. The Parties further acknowledge and accept that no change in the composition of the Consortium shall be permitted from the time of issue of the LoA up to the signing of the Concession Agreement without the prior written approval of the Authority which will be in its absolute discretion.
- 14.5. Moreover, the Parties acknowledge that approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 14.6. The Parties further acknowledge and accept that any change in the composition of the Consortium other than as set out above, shall lead to the rejection of their Proposal.
- 14.7. No failure or delay on the part of any Party to this Agreement to exercise any right or remedy under this Agreement and/or no indulgence granted by any one Party to the other will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy.
- 14.8. Each Party agrees to execute, do and procure all other persons, if any, to execute and do all such further deeds, assurances, acts and things as may reasonably be necessary so that full effect may be given to the terms and conditions of this Agreement.
- 14.9. If a provision of this Agreement is found to be illegal, invalid or unenforceable:
- (a) it is to be read down or severed to the extent of the illegality, invalidity or unenforceability;
 - (b) the Parties shall negotiate in good faith amendments to this Agreement to include, to the extent possible, legal, valid and enforceable provisions to give effect to the intent of the Parties under the illegal, invalid or unenforceable provision.
- 14.10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF THE PARTIES NAMED ABOVE HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST MENTIONED ABOVE.

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST PARTY (LEAD MEMBER)

(Signature)

(Name)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY

(Signature)

(Name)

(Designation)



(Address)

(Please fill in the details of the Lead Member)
Party)

(Address)

(Please fill in the details of the Second

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

For and on behalf of

In the presence of:

1. _____

2. _____

(Please insert names of the witness)

(Signature of the witness)

Note:

- *This Agreement to be executed on non-judicial stamp paper appropriate value or any other legally equivalent document as permissible under the laws of the respective country where any one Consortium Member is domiciled.*
- *It is to be noted that a Consortium cannot have more than 2 (two) Consortium Members (including the Lead Member).*



APPENDIX - X
Format -Pre-Bid Queries

Name of the Prospective Bidder / Agency: Contact Person: Designation: Address: Telephone No.: Email:				
S. No	Reference Page No. in the RFP	Clause No.	Observation / Clarification sought	Suggestion by the Prospective Bidder / Agency
1				
2				
3				
4				
5				
6				
7				
8				
9				
Note: Pre-Bid queries from Prospective Bidders will be accepted in this format only				



7 **Draft Copy of Agreement – DDU-KK**

AGREEMENT

(For skill development training under DDU-KK programme of Jharkhand Skill Development Mission Society)

This Agreement is made and executed on this ____ day of 2023 at Ranchi, Jharkhand for the project period starting from <Date of Empanelment>

BETWEEN

JHARKHAND SKILL DEVELOPMENT MISSION SOCIETY ("JSDMS"), established under the Societies Registration Act, 1860 and represented through its Mission Director, which expression shall, unless repugnant to the context, include its administrator, successor-in-office, permitted assigns, legal representatives, hereinafter called the 'First Party'

AND

<Name of the Empanelled Bidder / Applicant> established under Partnership Firm/ Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/ NGO/ Trust > having its registered office at <Address of Registered Office>, India and represented through Mr./Ms. <Name of the person signing the agreement> (hereinafter referred to as the "Training Service Provider" or "TSP") which expression shall, unless repugnant to the context, include its successors, heirs, permitted assigns, representatives, hereinafter called the 'Second Party'.

WHERE AS

The First Party is a registered Society under the Department of Higher, Technical Education and Skill Development, Government of Jharkhand, and is mandated to increase the employability of the youth in Jharkhand through skill development in market driven professions;

The First Party invited proposals for implementing Deen Dayal Upadhyay Kaushal Kendra the sub scheme under Mukhyamantri Sarthi Yojna ("DDU-KK" or "the project") to provide wage/self-employment-linked skills training compliant with National Skills Qualifications Framework ("NSQF") and in line with the Common Norms notified by the Ministry of Skill Development and Entrepreneurship ("Common Norms") is empanelled as training partner as per the approval of Governing Body of JSDMS.

The Second Party expressed its willingness to impart such skill training through submission of a technical proposal for empanelment;

The First Party has assessed the proposal submitted by the Second Party and selected the Second Party for imparting skill training to beneficiaries in the state of Jharkhand on the terms hereinafter described. The Letter of Intent (LoI) No. _____ dated _____ stipulating the terms and conditions for entering this Agreement was issued to and accepted by the Second Party. In pursuance thereof, the Parties have agreed to enter this Agreement.



NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

A. DEFINITIONS AND INTERPRETATIONS

1. Definitions: Unless the context otherwise requires, the following terms whenever used in this Agreement shall have meanings as below:
 - (a) "Agreement" means this Agreement, signed by both Parties, together with all the Annexures;
 - (b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (c) "Effective Date" means the date of this Agreement;
 - (d) "Government" means the Government of Jharkhand unless otherwise specified;
 - (e) "INR, Re. or Rs." means the official currency of Republic of India;
 - (f) "In writing" means communicated in written form with proof of receipt;
 - (g) "Service/s" means the work to be performed by the Second Party pursuant to this Agreement;
 - (h) "Third Party" means any person or entity selected by the First Party or Second Party for providing certain services as required and allowed under this Agreement;
 - (i) "Training Fees" shall have the meaning set forth in Clause 0;
 - (j) "Work Order/s" shall mean the letter issued by the First Party to the Second Party to commence the works subsequent to signing of this Agreement.
2. In this Agreement, unless the context otherwise requires
 - (k) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
 - (l) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Annexure and used therein shall have the meaning ascribed thereto in the Annexure;
 - (m) words "include" and "including" are to be construed without limitation;
 - (n) references to Clauses, Sub-Clauses, Annexure in this Agreement shall, except where the context otherwise requires, be deemed to be references to Clauses, Sub-Clauses, Annexure of or to this Agreement;
 - (o) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, contract, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such Party;
 - (p) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning.
3. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP. Without prejudice to the generality of the provisions of this Agreement, the provisions of RFP and specific terms & conditions, if any, mentioned in the Work Order/s to be issued by the First Party subsequent to this agreement, shall apply and be binding on the Second Party.
4. While the following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to one another. However, in the event of any conflict between them, the order of precedence of the documents shall be in the order set out below:
 - i. Agreement including its Annexures and Schedules and subsequent correspondences including but not limited to process manual

- ii. Work order/s issued by the First Party
 - iii. Letter of Award
 - iv. Common Norms issued by the Ministry of Skill Development and Entrepreneurship on 15 July, 2015 as amended from time to time.
5. Any Annexure or Appendix or Schedule that forms part of the Agreement and is not available at the time of execution of this Agreement shall be added later duly signed by the Parties. Any action required to be taken, and any document required to be executed under this Agreement by the First or Second Party may be executed by the officials specified hereunder:
- i. Mission Director of JSDMS for the First Party; and
 - ii. Official in whose name "Power of Attorney" has been entrusted by Second Party.



B. SCOPE OF WORK FOR THE SECOND PARTY

The chosen district, sector and job roles for implementation of DDU-KK are the following:

Year	District Name	Residential / Non - Residential	Sector Name	Job Role	QP Code

(Add additional rows if required)

6. The Second Party shall conduct DDU-KK training as per JSdMS terms and conditions.
 - a) The Second Party hereby declares that it has not been blacklisted to conduct any skill training programme either by central/ state government or their agencies.
 - b) If The Second Party does not conduct any training within a period of 3 months post target allocation to its training centres or within a period of 6 months of finishing the training of the last batch, the agreement will be cancelled
 - c) The First Party is being awarded work for skill training in the sector as provided in the Work Order to be issued subsequently by the First Party. The services to be undertaken by the Second Party would be as below:
 - 6.1 Mobilisation, Counselling and Selection of Trainees
 - 6.1.1 Mobilisation, counselling and selection of candidates must be undertaken by the Second Party prior to initiation of training in the allotted districts.
 - 6.1.2 It's mandatory for the candidates to have an AADHAR ID during the enrolment process.
 - 6.1.3 No regular student of any educational institution should be inducted for training purpose.
 - 6.1.4 During mobilisation, the Second Party shall provide counselling to candidates and their families on the nature of work in various sectors/trades, job opportunities, relocation/migration requirements, expected pay and entitlements, growth prospects and risks involved.
 - 6.1.5 Selection of trainees must be done by the Second Party in consultation with the district level team of the First Party. The Second Party may conduct psychometric or other tests to judge the aptitude of potential trainees. The process of trainee selection shall be transparent and open to all interested persons, keeping in mind aptitude and eligibility criteria as per the relevant Qualification Pack. Other criteria for selection including maximum qualifications (if any) and catchment area may be decided through mutual consultation between the two Parties.
 - 6.1.6 Eligible candidates are to be registered by the Second Party on Jharkhand State's <http://jsdm.jharkhand.gov.in> portal.
 - 6.2 Batch Formation



6.2.1 The selection of candidates has to be done by the Second Party as per age and qualifications prescribed by the NSQF guidelines.

6.2.2 A training batch shall consist of not less than 15 and not more than 30 trainees.

6.2.3 During the programme if the number of trainees remains below 15 for six consecutive days, the batch will be considered shut down and the Second Party shall not be eligible for payment, unless under exceptional circumstances with written approval from the Mission Director of the First Party.

6.2.4 During batch formation, the Second Party shall ensure adherence to the district reservation policy in order to promote inclusive skill trainings.

6.3 Training Curriculum

6.3.1 The Second Party shall adhere to the curriculum involving theory, practical and course material as per NSDC norms.

6.3.2 Training curriculum should be based on the relevant National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skills Councils established under the National Skill Development Corporation (NSDC). The Second Party must ensure that the curriculum is vetted and approved by the concerned Sector Skill Council (SSC) prior to the initiation of training. Training curriculum should be shared with the First Party as and when sought.

6.3.3 The Second Party is responsible for distribution of relevant instructional material to all trainees.

6.3.4 The training curriculum must have mandatory modules on soft skills, computer literacy, financial literacy and entrepreneurship for a total duration of forty hours.

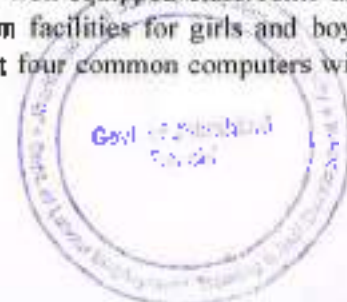
6.3.5 The training and course content should facilitate learning by such youth who may not have exposure to English. Training should be delivered in a trainee-friendly manner with adequate audio-visual tools and participatory methods. Use of innovation in teaching methodology is encouraged.

6.4 Training Infrastructure

6.4.1 The Second Party has to register in the Skill India Portal of Ministry of Skill Development and Entrepreneurship, Government of India and get accredited and affiliated in the portal. The training area should be minimum 25,000 SFT excluding hostel area.

6.4.2 If the empaneled Training Service Provider (TSP) gets any type of Government Building under DDU-KK, then there will be deduction of 10% from the Training Cost of the TSP for the urban areas and 5% for the rural area.

6.4.3 Each training centre must be equipped with the infrastructure prescribed by the concerned Sector Skill Council. Each centre must have adequate and well-equipped classrooms and laboratories as per industry benchmarks, separate washroom facilities for girls and boys, provision for clean drinking water, first aid box, and at least four common computers with internet access.



6.4.4 All centres shall be required to be approved by SSC and the district team prior to the initiation of the batch training.

6.4.5 The Second Party has to follow JSDMS's guidelines/ any circular issued by JSDMS (as amended from time to time) for Branding of the Program, Training Delivery Assessment & certification, Placement, Tracking, Payment disbursement etc.

6.4.6 The Second Party has to ensure uninterrupted power supply for the conduct of training and will have to keep in place appropriate safety measures for the safety of the candidates, personnel deployed there in and of the available infrastructure at their own cost and risks.

6.5 Empanelment Period

6.5.1 The period of the empanelment shall remain valid for five (5) years from the date of empanelment (the date of publishing the final list of empanelled applicants).

- i. Work order will be issued after successful completion of accreditation and affiliation of the centre and hostel.
- ii. Empanelled applicants working as Training Service Provider (TSP) the Second Party will have to start Training within 180 days.
- iii. Work order would not be issued beyond the above-mentioned timeframe.
- v. Work order issuance to empanelled TSP will be for a period of one year only and fresh work order for the next year will be issued subject to:
 - a. It is to be ensured by the TSP that 60% of the yearly target is achieved and 40% of the achieved target is placed and has completed three months of employment
 - b. Only those TSPs will receive next year target who have meet the minimum 40% placement (has completed three months of employment) requirement of the annual training target. For example, if the annual target is 1000 then the TSP should achieve minimum 240 placement (Employment either in wage or self-employment with three month of tracking and the third milestone has been claimed and received.) of candidate for receiving next year work order.
 - c. The TSP continuing to meet the eligibility and qualifications criteria as required by the prevailing conditions for empanelment, or as may be amended by JSDMS from time to time; and
 - d. The TSP will be responsible for all data uploaded by it regarding Candidate Registration mandatorily having verified Aadhar ceded Bank Account for DBT related to benefits like Local Travel, Post Placement Support and Rozgar Protsahan Bhatta, etc. If the data uploading is not done or found incorrect then in such case next year work order will not issue.
 - e. The TSP will have to ensure that the benefits of DBT has reached the eligible trainees in time for such process each of the TSP should submit data trainees to JSDMS within mentioned time line of scheme guidelines. If the TSP fails to submit such information in time which stops the beneficiary from getting the benefit in time, then TSP will not receive any further work orders and lead to dis-empanelment.
 - f. Every 6 months the second party performance will be evaluated basis the placement number achieved.

6.5.2 JSDMS, at its discretion, can terminate the empanelment of the second party earlier than the expiry of the agreement period.



6.5.3 Minimum eligibility requirement of financial turnover is INR 5 crore is for 1 training centre under DDU-KK scheme for this RFP, if any applicant / bidder wish to apply for more than one centre then the financial turnover requirement will be multiple of INR 5 crore per centre.

6.5.4 If the empanelled Training Service Provider wish to increase the number of centres within the same financial year, then the Training Service Provider will have to produce evidence that it meets the criteria of the Turnover mentioned above, for subsequent the financial year the value of turnover will increase by 10%.

6.6 Training Delivery

6.6.1 The Second Party shall not subcontract the training delivery or operate the training centres via a franchisee arrangement. Any breach of this clause may lead to termination of this Agreement.

6.6.2 Recording of candidate's and trainer's attendance via Aadhar Enabled Biometric Attendance System (AEBAS) is mandatory for the centre throughout the course. Information about batch progress (including attendance and trainee performance), batch assessment and placement should be shared with the First Party through uploads on <http://jsdm.jharkhand.gov.in> portal without fail.

6.6.3 Persons deployed as trainers by the Second Party must be competent instructors in possession of requisite knowledge, skills and experience in their domain. They must be SSC approved trainers who have completed the ToT programme. At the end of each training course, trainees would be required to evaluate their trainer(s) on parameters such as domain knowledge, punctuality, responsiveness and instructional ability as per the format developed by the First Party.

6.7 Assessment and Certification

6.7.1 An SSC approved independent, third-party assessment and certification process is mandatory for all skill trainings.

6.7.2 The Second Party shall be involved in facilitating the assessment process, such as finalization of assessment date in consultation with the Assessment Agency and completion of all procedural requirements related to assessment.

6.7.3 The Second Party shall not try to influence the third-party assessment in any way whatsoever and shall duly inform the First Party in case of a beneficial relationship / conflict of interest with an assigned Assessor.

6.7.4 Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

6.8 Facilitating Trainees in obtaining Wage or Self Employment

6.8.1 The Second Party is responsible for a minimum 40% placement of the candidates trained by them.

6.8.2 Providing beneficiaries with wage or self-employment is a stated aim of the Deen Dayal Upadhyay Kaushal Kendra (DDU-KK). Prior to batch initiation, each skill training course will be recorded as being geared towards wage employment or self-employment. Accordingly, the outcomes for the Second Party. For courses aimed at wage employment, placement should be within 3 months of completion of training.



6.8.3 Payment to the Second Party shall be made as per clause, with a part of payment being linked to achievement of envisioned outcomes.

6.9 Post Placement Tracking

6.9.1 To ensure sustained benefits from training, the Second Party is required to track and maintain a record of successful trainees for a period of 3 months.

6.9.2 Each successful trainee shall be tracked by the Second Party once in every months for a period of 3 months after completion of training. The parameters to be tracked are as under:

- i. Successful placement within 3 months of completion of training
- ii. Once placed, remuneration per month
- iii. Name and address of current employer
- iv. Exact job role / title / designation
- v. If there are periods of unemployment between different jobs, duration of such gaps and reason for leaving previous job without having another job in hand.

6.9.3 For trainees obtaining wage employment, information such as appointment letter, payslip, bank statement, etc. must be maintained by the Second Party and submitted to the First Party as and when required up to a period of 3 months from joining on the job. For trainees interested in self-employment or setting up their own enterprises, the Second Party shall be responsible for tracking the progress of such enterprises for a period of 3 months from establishment of enterprise.

6.9.4 The Second Party shall share contact details and updated record of successful trainees with the relevant District Skill Development Managers/Deputy Managers for sample checking. The Second Party shall assist the First Party as and when required in answering queries for Vidhan Sabha, Right to Information, etc.

6.9.5 The empanelled Training Service Provider has to track the placed candidate for a period of not less than one year from the date of placement of the candidate. The monthly tracking report of each placed candidate has to be submitted to JSDMS on or before the 05th day of the next month i.e. the tracking month. If any TSP fails to submit the tracking report of the placed candidates for two successive months then appropriate action would be taken against the TSP i.e. cancellation of work order or removing the TSP from empanelment list.



C. KEY TERMS OF THE AGREEMENT

7. **Process Guidelines:** The Second Party shall follow the process guidelines as notified by the First Party from time to time for conduct of any activity outlined herein.
8. **Districts, Sectors and Trades (Qualification Packs) for Skill Training:** The Second Party shall be allotted the districts, sectors and trades through separate Work Order/subsequent to this agreement for imparting skill development training under Deen Dayal Upadhyay Kaushal Kendra
9. **Government Infrastructure:** Based on the availability, the First Party may offer government owned infrastructure including but not limited to Panchayat Bhavans, ITIs, and polytechnics to the Second Party for imparting skill training under the scheme. For this a cost decided by JSDMS as rent of for the infrastructure would be applicable.
10. **Targets for Skill Training:** Under DDU-KK, the Second Party shall ensure attainment of targets in terms of successfully certified trainees as specified in their Work Order/s, provided that, under circumstances deemed extenuating by the First Party, targets in Work Order may be amended or redistributed along with requisite changes in other terms or conditions by the First Party.
11. **Training Fees:** Under the project, the Second Party agrees to the following terms of payment for funds disbursed by the First Party:
 - 11.1 At any cost The Second Party shall not collect any amount from the candidates in the form of application fee, registration fee, exam fee, course fee, kit fee, material fee etc , during the period of training.
 - 11.2 The Second Party shall not charge/accept any fees from trainees under any pretext for skill trainings imparted under Deen Dayal Upadhyay Kaushal Kendra (DDU-KK), except for re-assessment fee, if applicable.
 - 11.3 Training fees for approved skill development trainings shall be paid by the First Party to the Second Party in line with the prevailing Common Norms notified on the 15th of July, 2015 or notified from time to time.
 - 11.4 The training fee shall be inclusive of all cost components such as: Mobilization of candidates, Training, Post-placement tracking/monitoring, Curriculum, Placement expenses, Trainers' training, Equipment, Amortization of Infrastructure Costs/Utilities, Teaching Aids, Raw material, Salary of trainers.
 - 11.5 One-time assessment fee shall be paid by the First Party to the Second Party, over and above the Training Fees as reimbursement of actual fee paid by the Second Party to the concerned Sector Skill Council. Costs pertaining to re-assessment(s), if any, shall be borne by the Second Party or the trainee in mutual agreement.
 - 11.6 The funds shall be released to the Second Party by the First Party as per the guidance provided under the Common Norms, and will be subject to change with any subsequent modifications in the Common Norms and as per the discretion of the First Party.
 - 11.7 The outcome envisaged under the project, guided by the Common Norms, is employment (wage-employment or self-employment) of at least 70% of successfully certified trainees within three months of completion of training, wherein:



- i. Wage employment shall imply placement in organised/unorganised sector for a monthly remuneration not below the minimum wages of skilled workers of the state in which the trainee is placed, or, minimum wages of skilled workers of Jharkhand, whichever is more;
- ii. Self-employment shall imply a self-certification by the trainee and a credit linkage of minimum Rs. 10,000 for each successful trainee, facilitated by the Second Party, for setting up an enterprise;

11.8 The outcome-linked instalment (regarding employment – placement/wage/self-employment) would be released to the Second Party subject to the fulfilment of the clauses of the Common Cost Norm Notification and its subsequent amendments.

12. Fund Disbursal Process

12.1 Payments shall be released by the First Party within 60 days of submission of invoice and all relevant documents, unless a discrepancy is detected or payment claim is contested.

12.2 The First Party reserves the right to suspend/stop disbursement of funds or recover previous disbursed funds in case of:

- i. Breach by the Second Party in complying with the terms and conditions of this Agreement including non-utilization of funds for the purpose for which the same were granted and/or diverting funds towards any purpose other than the project requirement as specified herein;
- ii. Extraordinary circumstances which in the opinion of the First Party are likely to preclude or seriously jeopardize the implementation, operation, or purpose of the project.

12.3 In the event of breach as under clause 12.2, the First Party may issue a written notice of suspension for the Second Party to remedy the breach within thirty (30) days of receipt of such notice.

12.4 In the event of failure of the Second Party to remedy/rectify the notified breach to the satisfaction of the First Party within thirty (30) days of receipt of the notice of suspension, the First Party may demand the immediate repayment of disbursed amount to the extent of failure in complying with the terms and conditions of this Agreement, including repayment of such amounts as the Second Party is unable to prove to have been used for skill training sanctioned under this Agreement as per the terms and conditions herein. In such event, the Second Party shall refund the training cost received from the First Party, along with interest rate @ 12% per annum, proportionate to the extent of proper training not being imparted.

13. **Performance Security Deposit:** The Second Party is to deposit a performance security in the form of a Bank Guarantee valid up to 60 months from the date of agreement signing with additional claim period of 6 months and equivalent to 5% of the annual Work Order/s value to be issued subsequently to the Second Party after signing of this agreement. Validity of the Performance Security Deposit should be extendable if requested by the First Party. Stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee". Bank Guarantee issued by any Nationalized Bank in India having its office at Ranchi will be accepted after due verification. The Bank Guarantee shall be submitted by the Second Party at the time of issuance of Work Order/s.



14. **Non-Performance Penalty:** In case, the Second Party meets over 70% of each of the annual targets, then the remaining target shall be carried forward to the next year except in the case of last year of Second Party. In case annual achievement is below 70% of annual target and over 50% of the annual target, there will be penalty of 2.5 % of Performance Security payable by the Second Party to the Authority. In case annual achievement is below 50% of the annual target, penalty would be 5% of Performance Security.



D. SPECIFIC DELIVERABLES AND TIMELINES

- 15. Batch Initiation:** The Second Party shall initiate the first training batch under DDU-KK yojana, after due approval(s) by the First Party, within 30 days of signing this Agreement, unless extension of time is granted by the First Party in writing, upon a written request from the Second Party. Failure to initiate the first training batch under JSKVY, after due approval(s) by the First Party, within 30 days of signing this Agreement may result in termination of Agreement.
- 16. Training, Assessment and Placement:** The Second Party should facilitate wage employment for at least 70% of the training batch unless the batch is oriented towards self-employment in which case prior approval must be sought from the First Party.
- 17. Specific Beneficiary Targets:** The Second Party must adhere to the district reservation policy applicable in the allotted districts. A district level roster must be maintained in each district and the same will be available at the office of DC, District Establishment Officer and District Welfare Officer.
- 18. Trainees Attendance:** Trainees must remain present for 75% of the days for every batch. Attendance of the trainer shall also be recorded through First Party approved Biometric Thumb Impression Machine (Aadhar enabled).
- 19. Assessment of Trainees:** The assessment process must be initiated / facilitated such that assessment is carried out within 7 days of completion of training.



E. OBLIGATIONS OF THE TWO PARTIES

- 20. Responsibility of the First Party:** The First Party shall be project sanctioning, supervising and monitoring agency, and shall:
- Discharge its responsibilities through facilitation, timely support and timely review of the progress of the project;
 - Ensure timely fund release for the project to the Second Party;
 - Review and accord sanction for the training plan(s) and calendar submitted by the Second Party;
 - Conduct regular monitoring of project performance and outputs;
 - Conduct regular review of quality performance through field visits, quality assurance checks and inspections;
 - Exercise stewardship role through issue of project guidelines and standard procedures, amendable as required from time to time.
- 21. Responsibility of the Second Party:** The Second Party agrees to implement the program as per the terms and conditions described herein, and shall:
- Be fully and directly responsible for achieving the physical targets in full compliance with any guidelines, circulars or orders issued by the First Party from time to time;
 - Carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices;
 - Employ appropriate technology including safe and effective equipment, machinery, material and methods;
 - Promptly inform the First Party of any event that may have legal or other implications, including affecting the achievement of objectives specified herein, in writing within 7 days of such event;
 - Furnish to the First Party all pertinent information and reports as required from time to time;
 - Submit to the First Party monthly (overall) as well as batch-wise physical and financial progress reports along with regular updation of data in the [HTTP://JSDM.JHARKHAND.GOV.INportal](http://JSDM.JHARKHAND.GOV.INportal);
 - Allow and facilitate the First Party or its representatives to inspect, at any time, the site(s) of programme implementation;
 - Allow and facilitate the First Party or its representatives to inspect, at any time, any and all books and records pertinent to the grant of funds and its utilization including financial statements, audit/accountant's reports;
 - Maintain records in accordance with appropriate and accepted accounting practices reflecting its operation and utilization of grant;
 - Maintain separate book of accounts for activities undertaken under the project for the purpose of auditing;
 - Open and maintain a separate dedicated bank account for implementing the project;
 - Ensure that the personnel engaged by it in the performance of its obligations under this agreement are at all times properly trained for their respective functions.
 - Keep a permanent record of beneficiaries trained under the project including their names, parents' names, address, contact number, training course, copy of assessment certificate, copy of SC/ST/OBC certificate, photograph, placement details, etc.
 - Ensure that there is no conflict of interest in execution of work under this project and ensure that any such situation, should it arise, is immediately reported to the First Party.



xv. Be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in this or any other agreement, and no default shall excuse the Second Party from its obligations or liability hereunder.



F. GENERAL

22. Taxes and Duties: The Second Party shall be responsible for meeting all tax liabilities arising from this Agreement. Taxes, if applicable, shall be deducted at source from payment made to the Second Party as per the law in force at the time of execution of this Agreement.

23. Fraud and Corruption

22.1 Both Parties shall observe the highest standard of ethics during the execution of the Agreement. For the purpose of this provision, the terms are defined as below:

- i. "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 execution of services;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of services;
- iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence processes during selection process or execution of services.
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organisations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of services.

22.2 Measures that may be taken by the First Party:

- i. The First Party may terminate the Agreement if it determines at any time that representatives of the Second Party were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the execution of Agreement for services, without the Second Party having taken timely and appropriate action satisfactory to the First Party to remedy the situation;
- ii. The First Party may also sanction an order against the Second Party, including declaring the Second Party ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the Second Party has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing, a contract or agreement or programme financed by the First Party.

24. Commencement, Completion and Modification of Agreement

23.1 This Agreement shall come into force and effect on the date of signing of this Agreement.

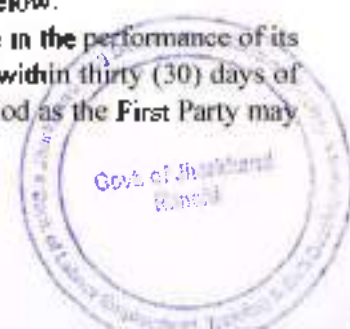
23.2 Unless terminated earlier in compliance with Clause this Agreement shall expire on the 60 months from the date of signing of the contract.

23.3 The First Party can modify terms and conditions of this Agreement subject to mutual agreement between the Parties to account for change in Government stance. Any modification or variation of the terms and conditions of this Agreement not covered under the above, including any modification of the scope of services or specific deliverables/timelines, may only be made by written agreement between the Parties.

25. Termination of Agreement

24.1 Termination by the First Party: The First Party may terminate this Agreement, by giving not less than thirty (30) days' written notice of termination to the Second Party, after occurrence of any of the events specified in the sub-clauses (i) through (vii) below:

- i. If the Second Party fails to remedy any breach hereof or failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the First Party may have subsequently granted in writing;



- ii. If the Second Party becomes insolvent or bankrupt;
- iii. If the Second Party fails to comply with any final decision reached as a result of arbitration proceedings;
- iv. If the Second Party fails to comply with the decisions of the First Party;
- v. If the Second Party submits to the First Party a statement which has a material effect on the rights, obligations or interests of the First Party and which the Second Party knows to be false;
- vi. If any document, information, data or statement submitted by the Second Party in its proposals, based on which the Second Party was considered for executing this project, is found to be false, incorrect or misleading; or
- vii. If there is any breach of terms & conditions of this Agreement or any guidelines issued by the First Party.

24.2 Termination by the Second Party: The Second Party may terminate this Agreement, by giving not less than thirty (30) days' written notice to the First Party, after occurrence of any of the events specified in the sub-clauses (i) through (iv) below:

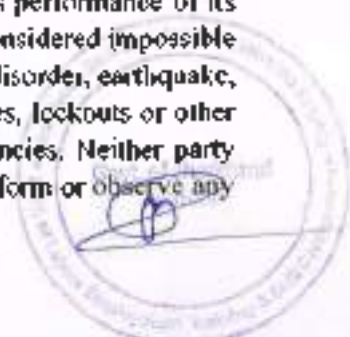
- i. If the First Party is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Second Party may have subsequently agreed to in writing) following the receipt by the First Party of the Second Party's notice specifying such breach;
- ii. If the Second Party becomes insolvent or bankrupt;
- iii. If, as the result of Force Majeure, the Second Party is unable to perform a material portion of its services for a period of not less than sixty (60) days; or
- iv. If the First Party fails to comply with any final decision reached as a result of arbitration.

24.3 Payment upon Termination: Upon termination of this Agreement, the First Party shall make payments to the Second Party of all such remuneration as for Services satisfactorily performed prior to the effective date of termination. In all other cases where the Second Party has failed to deliver or comply with guidelines, advance would be recovered and no further payment would be made. The Performance Security Deposit shall also be forfeited in all such cases.

24.4 No Objection: On termination of this Agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to complete the services to be performed under the Scope of this Agreement and further the Second Party shall reimburse all the amount(s) [paid by the First Party] and not utilised by it as part of its services laid down herein.

24.5 Black Listing: Where the Agreement is terminated by the First Party due to the defaults of the Second Party, the First Party reserves the right to put the Second Party under Black List depending on the severity of the event of default by the Second Party except in the cases otherwise provided herein.

24.6 Force Majeure: 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, confiscation or any other action by Government agencies. Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any



or all of the terms of this agreement resulting directly or indirectly from Force Majeure events. In such case either party shall notify the other party of the occurrence of such cause. Should, as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this agreement.

26. Disclaimer

25.1 The Second Party acknowledges that prior to the execution of this agreement, it has, after a complete and careful examination, made an independent evaluation of the scope of services under the project, applicable specifications and standards, local conditions, conditions on ground, and all such information and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in performance of its obligations hereunder, and confirms that it shall have no claim whatsoever against the First Party in this regard.

25.2 The Second Party acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the agreement and hereby acknowledges and agrees that the First Party shall not be liable for the same in any manner whatsoever to the Second Party.

25.3 Except as otherwise provided in this agreement, all risks relating to the project shall be borne by the Second Party. The First Party shall not be liable in any manner for such risks or the consequences thereof.

27. Indemnity

Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "indemnifying Party") hereby irrevocably indemnifies, defends, saves and holds harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and keeping harmless at all times the other Party ("indemnified Party"), and its respective directors and employees including offices and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expense, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whatever in whole or in part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

28. Dispute Resolution

27.1 Any differences or disputes that arise between the Parties shall in the first instance be resolved mutually by the Parties.

27.2 In the event of breach by the Second Party of any clause under this Agreement or RFP or project guidelines, the decision taken by the First Party in this regard shall be conclusive, final and binding on the Second Party.

27.3 Any dispute arising out of this Agreement, which cannot be amicably settled, shall be referred to Mission Director, JSDMS or his nominee and the decision of Mission Director, JSDMS or his nominee shall be final and binding on the Parties.



27.4 This Agreement shall be governed by the Indian laws and subject to the jurisdiction of the Courts of Ranchi, India.

27.5 Any notice required to be given under this Agreement shall be served on the party at their respective addresses given below by hand delivery, email or by registered post.

27.6 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Authority or the Concessionaire may give notice to the other party of its intention to commence arbitration, as hereinafter provided. In that event, the arbitration shall be conducted by the secretary to the department of Labour, Employment, Training and Skill Development, Government of Jharkhand as Principal arbitrator and rest two arbitrators appointed by the parties. A party requiring arbitration shall appoint an arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its arbitrator.

29. **Removal of Difficulties:** Any matter not covered specifically in this agreement may be settled by mutual discussions and addendum to the Agreement in writing thereupon.

IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR MENTIONED HEREINBEFORE.

PARTIES

1 For and on behalf of the First Party

2 For and on behalf of the Second Party

Signature

Name:

Designation: Mission Director-cum-CEO

Date:

Place: Doranda, Ranchi

Signature

Name:

Designation:

Date:

Place:

Witness (Signature, name, address, contact):

Witness (Signature, name, address, contact):

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