

DAY-NULM, Assam

RFP: ASULMS(SMMU)/S&L-10/274/2022/7570

REQUEST FOR PROPOSAL

For

**ENGAGEMENT OF TRAINING PARTNERS FOR
IMPARTING SKILL TRAININGS UNDER EMPLOYMENT
THROUGH SKILL TRAINING & PLACEMENT(EST&P)
COMPONENT OF DAY-NULM**

**Office of the State Mission Director
(DAY-NULM, ASSAM)
Dispur, Guwahati-6**

RFP Summary

RFP: EST&P under DAY-NULM	Proposal Submission Due By: 25/07/2022, 3.00pm
<p>Purpose of RFP: The purpose of this RFP is to seek participation of eligible organizations in the Employment through Skill Training & Placement (EST&P) Component of Deendayal Antyodaya Yojna-National Urban Livelihood Mission (DAY-NULM) program of the Government of India, and to this end, engage such organizations at the State level as Training Providers (TPs) to organize skill training and placement program in GMC (Guwahati Municipal Corporation) as per the term of reference (TOR) given in this RFP document/ NULM guidelines.</p>	
<p>Project Overview: The EST&P Component under DAY-NULM is designed to provide skills training to the unskilled urban poor as well as to upgrade their existing skills. The program will provide for skill training of the urban poor to enable them setting up self-employment ventures and for salaried jobs in the private sector.</p>	
<p>Project Objectives:</p> <ul style="list-style-type: none"> • To provide an asset to the urban poor in the form of skills for sustainable livelihood. • To increase the income of urban poor through structured, market-oriented certified courses that can provide salaried employment and / or self-employment opportunities which will eventually lead to better living standards and alleviation of urban poverty on a sustainable basis, and • Ensure inclusive growth with increased contribution of skilled urban poor to the National Economy. 	
<ul style="list-style-type: none"> • Target ULB: GMC only (considering only 468 target) • Target Tentative-468 nos. • Timeline for completion of training – 30th Sept, 2022 • Training of courses (both residential & non-residential) must be planned so as completion date of 30th Sept, 2022 is not exceeded. 	
<p>Scope of Work: To train and place tentatively 468 eligible candidates from amongst the urban poor families in GMCULB of Kamrup(M) District of the State of Assam by the end of Sept, 2022.</p> <p>Job-roles for which 468 eligible candidates are to be trained in SMART Accredited TCs:</p> <ul style="list-style-type: none"> • Sewing Machine Operator (285 hrs.) • Assistant Electrician (390 hrs.) • Domestic Data Entry Operator (400 hrs.) • Automotive Tele caller (356 hrs.) • F&B Service – Associate (360 hrs.) • Assistant Mason (350 hrs.) • Helper Mason (300 hrs.) • Yoga Trainer (372 hrs.) • Light Motor Vehicle Driver (304 hrs.) • Documentation Executive (370 hrs.) • Airline Cargo Assistant (286 hrs.) • Accounts Executive (350 hrs.) • Customer Care Executive – Domestic – Non – Voice (400 hrs.) • Telecom Customer Care Executive – Repair Center (400 hrs.) • Automotive Assembly Technician (400 hrs.) • Recruitment Executive – HR (300 hrs.) 	

Evaluation Criteria

- Since how long the organization has been registered
- Financial health of the organization
- Since how long the organization has been in the skill training business
- Volume of skill trainings conducted
- Does the organization have valid SMART accredited training facilities already existing in the State
- Does the organization have valid SSC certified domain trainers already on board

Submission Requirements

Bidder shall submit their proposal in sealed envelop. The envelop shall bear the name of the Assignment in Top and Name & Address of the bidder.

- Earnest Money Deposit (EMD) in the form of Bank Guarantee (Original)/Fixed deposit receipt
- Power of Attorney in the name of the person executing the Bid, authorizing the Signatory of Member (Original)
- Response to Technical Evaluation Criterion along with the required supporting documents.
- Technical Proposal along with the required supporting documents and all relevant Forms.
- An EMD (Earnest Money Deposit) in the form of Bank Guarantee of Rs 1,00,000/-
- Declaration that Proposal will remain valid for 180 days after the submission date indicated
- Declaration that a performance Bank Guarantee will be submitted by the RFP applicant at the time of signing of Contract in case his/her organization is selected for empanelment.

Contact Information

SPOC: State Mission Director, DAY-NULM, Assam	Landline:0361-2235166
Source of the availability of RFP Document	www.nulmassam.in
Mode of Submission of RFP proposal	Physical
Earnest Money Deposit (EMD): Rs.1,00,000/- (Indian Rupees One lakh only) in the form of Bank Guarantee/Fixed deposit receipt	

Pre-Submission Queries:

Pre-Bid Meeting and Clarifications

Bidders Queries

- i. Any clarification regarding the RFP document and any other items related to this Project/engagement can be submitted to DAY-NULM, Assam as per the submission method and in accordance with timelines specified in the Datasheet.
- ii. Any requests for clarifications after the indicated date and time shall **NOT** be entertained by DAY-NULM, Assam. Further, DAY-NULM, Assam reserves the right to issue clarifications to Pre-bid Queries for clarifications received.
- iii. Pre-bid Queries for Clarifications of only those Bidders shall be considered who submit the same through hard copies, as provided in the Data sheet. Pre-bid Queries for Clarifications received through any other medium shall **NOT** be considered for issuing clarifications.

Format for submission of Pre-Proposal Queries for Clarifications (if any):

(Please submit your queries latest by 18/07/2022 by 12.00 noon)

Sl. No.	Name of Organization	Contact Mobile No.	email	Point of Clarification	Amendment	Section No.	Page No.
1.							
2.							
3.							

IMPORTANT DATES

Sr. No.	Milestone	Date & Time	Day
1.	Issue Date of RFP	11.07.2022	Monday
2.	Start Date of downloading RFP from NULM website (www.nulmassam.in)	11.07.2022	Monday
3.	Last date for the Submission of Pre- Bid Queries	18.07.2022 at 12:00 noon	Monday
4.	Date, Time and Venue of Pre-bid Clarifications	Date: 18.07.2022 at 12:00 noon Office of the State Mission Director, DAY-NULM, Assam	Monday
5.	End Date and Time for submission of physical bids at the Office of the State Mission Director, DAY-NULM, Assam	Date: 25.07.2022 Time: 3.00 pm	Monday
6.	Date of opening of Technical Bids	25.07.2022 at 04.00pm	Monday

Details of RFP

1 Purpose of the RFP

The purpose of this RFP is to seek participation of eligible organizations in the (Employment through Skill Training & Placement) EST&P Component of DAY-NULM (Deendayal Antyodaya Yojna-National Urban Livelihood Mission) program of the Government of India (GoI), and to this end, engage such organizations at the state level as TPs (Training Providers) to organize skill training and placement program in GMC as per the TOR given in this RFP document/NULM guidelines.

2 Eligible Organizations

The Training Partner should compulsory be an independent legal entity in India of the below mentioned forms and has Registered and Corporate Offices in the state of Assam. Documents of the same needs to be submitted along with PAN.

- Proprietorship Firm–Registered under Assam Shops & Establishment Act 197I
- Society–Society Registration Certificate
- Trust –Registration Certificate & Trust Deed
- Cooperative Society-Registration Certificate and Rules & Regulations
- Partnership Firm-Registered Partnership Deed
- Company-Certificate of Incorporation and Memorandum & Article of Association
- Any other legal entity with its Registered and Corporate Offices in the state of Assam
- Blacklisted organizations across the nation or those not meeting the above criteria will be ineligible to apply.

3 Period of Engagement/Time of Completion

- The intended completion deadline is 30th September 2022.
- However, non-performing/defaulting TPs will be terminated at the earliest incidence of non-performance/default.

4 Project Overview

- DAY-NULM (Deendayal Antyodaya Yojna- National Urban Livelihood Mission) is a government of India's flagship program to address the incidence of poverty among the urban poor. The program which was launched on 23rd September, 2013 by replacing the existing Swarna Jayanti Shahari Rozgar Yojana (SJSRY), strives to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis.
- The Employment through Skill Training & Placement (EST&P) Component under DAY-NULM is designed to provide skills to the unskilled urban poor as well as to upgrade their existing skills. The program will provide for skill training of the urban poor to enable them setting up self-employment ventures and for salaried jobs in the private sector. The EST&P Program intends to fill the gap between the demand and availability of local skills by providing skill training program as required by the market.
- Most of us are aware that within the eco system of skill training, two things are of utmost importance-one is mobilization of the right mix of candidates, and two is post training placement of the candidates. If these two are well taken care of, rest of the things are likely to fall in line. Good mobilization enhances the chances of trainee retention throughout the skilling continuum, and good placement rate is what determines ultimately the success of a skill training program.

- Challenges other than these are retention of candidates through the classroom training, as also during the post training employment period. Hence, good quality training keeping the trainees inspired and motivated is very important; equally important is to conduct post placement tracking of the candidates in order to ensure their career progression.
- In case of self-employment, it is very important for the TPs to ensure a robust backward and forward linkage for the business activity of the candidate so that the entire skilling efforts result into gainful employment.

5 Project Objectives

The broader objectives of the Employment through Skills Training & Placement (EST&P) component are-

- To provide an asset to the urban poor in the form of skills for sustainable livelihood.
- To increase the income of urban poor through structured, market-oriented certified courses that can provide salaried employment and / or self-employment opportunities which will eventually lead to better living standards and alleviation of urban poverty on a sustainable basis, and
- Ensure inclusive growth with increased contribution of skilled urban poor to the National Economy.

6 Scope of Work and Deliverables

- To train, certify and place tentatively 468 eligible candidates amongst the urban poor in GMC by the end of Sept,2022 under Employment through Skill Training & Placement component of National Urban Livelihood Mission (EST&P-NULM). EST&P-NULM is designed to provide skills to the unskilled urban poor as well as to upgrade their existing skills. The programme will provide for skill training of the urban poor to enable them setting up self-employment ventures and for salaried jobs in the private sector. The EST&P Programme intends to fill the gap between the demand and availability of local skills by providing skill training programmes as required by the market. The broader objective of the Employment through Skills Training & Placement (EST&P) Programme is:
 - i The overall training infrastructure especially the training aids and equipment available should be as per National Skill Development Corporation (NSDC), Sector Skill Council (SSC) and Industry standards/benchmarks.
 - ii Trainers mandatorily registered on SMART with suitable qualification and Experience should only be hired.
 - iii TPs should ensure the branding of training centers as per common guidelines issued from MoHUA and DAY-NULM, Assam. Any training center without branding would be liable to cancellation of current allocated and future targets.
 - iv The student and trainer enrollment should be linked to Aadhaar. However, no candidate should be denied admission for want of Aadhaar. It should be ensured that such candidates (without Aadhaar) are enrolled in Aadhaar by the Training Provider during the training period.
 - v Establishing Bio-metric System as per guidelines issued by MoHUA on www.nulm.gov.in should be followed strictly. It should also be ensured that every training center is in working condition during the entire training program. However, post pandemic decision on enforcing Biometric attendance as per the guidelines of the Ministry of Home Affairs (MHA)/MoHUA/ Govt. of India (GoI) has been relaxed and attendance will be marked manually in the NULM-MIS everyday by the training centers (TCs) , which will be monitored by the respective ULBs in the MIS.
 - vi Duplicity of candidates or shifting of candidates (in training batches) would be strictly avoided. A necessary action is liable if in case any such discrepancy is found during scrutiny of documents.

- vii Apart from the urban poor the members of SHGs and identified street vendors of urban areas shall also be considered for skill training.
- viii The engaged Training Providers in turn will create login details for their respective SMART Accredited training centers.
- ix The engaged Training Providers need to collect relevant documents such as urban resident proof i.e., Aadhar Card, voter card, ration card, electricity bill, income certificate, Self-declaration certificate up to Rs.01.00 lakh (One Lakh), which will determine the economic status of the beneficiary as urban poor.
- x The Training Providers (TP) must ensure the mobilized/enrolment of the candidates only in SMART Accredited training centers.
- xi The engaged Training Provider need to ensure that candidates meet the eligibility criteria to undertake the training for the relevant Qualification Pack (QP) & must ensure that the duration of training of the batch is as per the job role available in NULM-MIS portal in compliance with QP/Common Norms Category as per the EST&P-NULM scheme guidelines.
- xii The Training Providers (TP) make ensure that the data of the training candidates uploaded on NULM-MIS (i.e., name of the Candidates, Father's name, contact no. and the address etc.) should be correct and complete.
- xiii The engaged Training Provider will ensure the approval of the mobilized/eligible selected candidates from the ULB. Post approval of the selected candidates from the concerned ULB, the TP creates the batches of the approved candidates on NULM-MIS portal.
- xiv The engaged Training Provider commences the training batches under intimation to the DAY-NULM, Assam and the concerned ULB.
- xv The TP must ensure that for each batch training, the minimum number of hours of training per day is 4 hours and maximum 8 hours.
- xvi The engaged Training Provider must ensure that candidates are provided with the standard booklet pamphlet consisting of information about the NULM scheme.
- xvii On the completion of the training batch (s) the TP would request to the concerned ULB to approve the attendance of the candidates. Thereafter, the TP closed the training batch (s) on NULM-MIS. The TP must ensure that 1st instalment received by the TP required to mark (Y) on NULM-MIS portal, thereafter the batch (s) forwarded to the Skill India Portal and a unique SDMS batch id. is generated.
- xviii After the generation of the SDMS batch id the NULM state office would request to the Sector Skill Council (SSC) concerned to raise batch wise payment invoices for assessment and certification.
- xix Minimum 70% attendance on NULM-MIS portal is mandatory for carrying out assessment/certification process.
- xx The TP Agency shall ensure to inform the DAY-NULM, Assam as well as the concerned ULB in advance about the scheduled assessment date or any modification thereon.
- xxi All the Training Provider will maintain day-wise attendance record of the batch and provide it to the assessor during the assessments. The attendance record should be signed by the respective candidates during the assessment or maintained through an electronic/biometric attendance system and as per the instructions issued by the GoI and the State Govt. from time to time.
- xxii The TPs will ensure adherence to the guidelines of MoHUA on conducting assessment through Sector Skill Councils/Skill India portal while following the terms and conditions mentioned during the entire assessment and certification process of Skill India portal.
- xxiii TP shall ensure the video-recording of assessments in the presence of concerned ULB official as a primary proof for the assessment and certification.

- xxiv The TP agency to ensure that the certificates to be distributed to the successful candidates within the defined time frame and the TP shall have the proof of certificate distribution (i.e., candidates receiving, photo during the distribution etc.).
- xxv The TP Agency shall provide Employment (both wage employment and self-employment) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment.
- xxvi The TP Agency shall also strictly adhere to the scheme guidelines for post-placement tracking of placed candidates.
- xxvii Further, the TP Agency should strictly follow the guidelines issued by the Govt. of India and State Govt. from time to time for implementation of EST&P-NULM.
- Skill development, under EST&P, is defined as any domain-specific demand-led skill training activity leading to employment or any outcome oriented activity that enables a participant to acquire a Skill, duly assessed and certified by an NSQF-approved independent third-party agency, which enables him/her to get wage/self-employment leading to increased earnings, and/or improved working conditions, such as getting formal certification for hitherto informal skills, and/or moving from informal to formal sector jobs or pursue higher education/training.

7. Target achievement Schedule/Time frame

- 7.1** The skill training by the TPs would be done in batches of minimum 20 and maximum 30 candidates. Duration and the number of hours of training would depend upon SSC guidelines for a particular course of the training, which should not however be less than 200 hours as per NULM guidelines. This will mean that skill training of no such trade can be organized in this project of which SSC prescribed number of hours of training is less than 200.
- 7.2** However, post empanelment of the TPs, the expected start date is likely to be 01.08.2022 and the expected completion date for the same project cycle for the FY 2022-2023 would be 30th Sept,2022, within which duration 468 candidates must be trained. The specific job-roles for which 468 candidates are to be trained is mentioned in RFP summary at pg. 2.

8. Evaluation Criteria & Methodology.

8.1 Evaluation Criteria:

8.1.1 Technical Bid Evaluation:

- a) In this part, the technical bid will be reviewed for determining the eligibility of the bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this RFP.
- b) In case of no response by the bidder to any of the requirements with regard to the contents of the Technical Bid, he shall not be assigned any marks for the same
- c) Technical bid of the bidder shall be opened and evaluated for acceptability. The bidders shall respond to the requirements as explained below for their evaluation with regard to experience and qualification. Also, the bidder shall refer and respond to all requirements as mentioned in the RFP document.
- d) The bidder would be technically evaluated out of 100 marks. All the bidders who secure over all minimum of 70% will be considered as technically qualified.

e) Technical Evaluation shall be on the basis the following parameters and associated marks:

Sr. No.	Description	Max. Marks	Benchmarks		Marks
1.	Since how long the organization has been operational as on 11.07.2022.	10	a.	Below 3 years	00Marks
			b.	Between 3-7 years	05Marks
			c.	Above 7 years	10Marks
2.	Average annual Turn-over of the Agency during last three financial years (2019-20, 2020-21 and 2021-22).	10	a.	Below 50 lakh	00Marks
			b.	Equal or above 50 lakh, but less than 100 lakh.	03Marks
			c.	Equal or above 100 lakh, but less than 200 lakh.	05Marks
			d.	Equal or above 200 lakh	10Marks
3.	Since how long the organization has been imparting skill training under different Government sponsored schemes as on 11.07.2022.	10	a.	Below one year	02Marks
			b.	Above 01 yr, but less than 03 years	05Marks
			c.	Above 3 years, but less than 05 years	08Marks
			d.	Above5years	10Marks
4.	Training Performance under Govt. sponsored any programmes/ schemes of the organization during the past three years (2019-20, 2020-21 & 2021-22).	10	a.	Below 200 candidates	02Marks
			b.	Equal or above 200, but less than 500 candidates	04Marks
			c.	Equal or above 500, but less than 750 candidates	06Marks
			d.	Equal or above 750, but less than 1000 candidates	08Marks
			e.	Equal or above1000 candidates	10Marks
5.	SMART Accreditation Certificate Residential/Non-residential with validity, if residential then approval of residential facility must be attached	40	a.	No	00Marks
			b.	Yes	40Marks
6.	Does the organization have SSC certified Domain trainers (ToT trainers) already on board with validity	20	a.	No	00Marks
			b.	Yes	20Marks
N.B: Supporting Documents required are required for all the above 6 points.					
Total Marks		100			

Supporting documents are required for all the above 6 points.

f) Top 5 Highest ranked bidders shall be considered for engagement. However, if the Procuring entity feels that it is beyond the capacity of the TPs to impart the training depending on the number of trainees, procuring entity reserves the right to engage lower ranked bidders.

8.1.2 Signing of contract agreement/Issue of Work Order:

Based on the approved proposal, the TP Agency shall submit performance Guarantee in the form of Bank Guarantee/Fixed Deposit receipt in favour of State Mission Director, DAY-NULM, Assam valid for a period 28 days beyond the scheduled completion period.

8.2 The base cost with effect from 01/01,2021 for training will be as follows:

Category1-Rs.49.00/hour

Category2-Rs. 42.00/hour

Category3-Rs.35.10/hour

Training in Special Areas: Over and above the Base Cost, an additional amount equal to 10% of the Base Cost should be permitted for Skills training conducted in Special Areas. (Special Areas include the North Eastern States, Jammu & Kashmir, Himachal Pradesh, Uttarakhand, Andaman and Nicobar Islands, Lakshadweep and affected by Left Wing Extremism (LWE) as identified by the M/o Home Affairs for the Integrated Action Plan (IAP).

Please refer to www.nqr.gov.in/ NULM-MIS for the list of trades as per theabovecostcategories.

8.3 The hourly rates shall be inclusive of cost components such as:

- 1) Mobilization of candidates
- 2) Post-placement tracking/monitoring
- 3) Curriculum
- 4) Placement expenses
- 5) Trainers'training
- 6) Equipment
- 7) Amortization of Infrastructure costs/Utilities
- 8) Teaching Aid
- 9) Raw material
- 10) Salary of trainers

8.4 In case of residential training, boarding and lodging costs can be reimbursed to the TPs as per actual subject to a maximum per trainee per day costs as per the table given below:

X category cities	Rs.375
Y category cities	Rs.315
Z category cities	Rs.250
Any area not notified as a municipal/town area	Rs.220

Please refer to NULM guidelines for the list of cities categorized as above.

Note: Boarding and lodging costs will be provided in following instances:

- Residential trainings, and/or
- In respect of all skill development training programs where trainees from Special Areas (as defined in NULM guidelines) are trained outside these Special Areas,and/or

Training programs anywhere in the country where women trainees have to travel more than 80 kms from their homes to reach the nearest training center and who are availing of boarding and lodging arrangements made for them.

Third Party Certification & Assessment Costs:

8.5 To ensure independent and unbiased assessment and certification of trained candidates, costs for certification and assessment shall be payable to an NSQF approved independent third-party agency (SSCs) for conducting assessments and certifications. This amount shall be over and above the Base Cost, and shall range from Rs. 600/-to Rs. 1500/-per candidate.

8.6 Schedule of Release of Payment:

Instalment and % of cost	Output parameter
1 st instalment:30%	<ul style="list-style-type: none">On commencement of training batch against validated candidates
2 nd Instalment:50%	<ul style="list-style-type: none">On successful certification of the trainees
3 rd Instalment:20%	Based on the skill training outcome as described in 2A of EST&P-NULM Guidelines as per details given in 3A.ii of EST&P-NULM Guidelines: <ul style="list-style-type: none">Training Provider shall be eligible for 100% payment if outcome achievement is 70% and above as per clause 2A of EST&P-NULM Guidelines.Training Provider will be paid on pro-rata basis on achievement of 50-69% placement of those who have been certified with at least 50% minimum wages of the certified trainees within three months of Completion of training in case of fresh entrants.

The above payment schedule is subject to the following:

- It is applicable only for fresh training.
- The second tranche of 50% will be calculated on the basis of cumulative 80% payment candidates actually certified.
- The dropouts will not be considered for 2nd and 3rd tranche. The 1st tranche payment of the dropouts will be adjusted in next tranche.

9. Terms of Reference(ToR)

The scope of work as mentioned in section 6 (**Para-6.1**) of this RFP would be governed by the following terms and conditions and/or by NULM/NCVET/NSDC/NSQF/SSC guidelines/MoHUA Guidelines.

9.1 Training Methodology

- Training for fresh entrants will be minimum 200 hours (including practical and/or on the job training) except where prescribed by any Statute or as specifically approved by the Ministry. However, for any course beyond 200 hours of duration, exact number of training duration hours will be as per NULM-MIS Portal/www.nqr.gov.in/SSC guidelines.
- The maximum and minimum number of hours of training permissible per day is 8 hours and 4 hours respectively. In case of residential training, however, a minimum of 8 hours training per day is mandatory.
- Soft skills (which would include computer literacy, language, and workplace interpersonal skills relevant for the sector/trade) are integral part of the Qualification Packs under NSQF.
- Additionally, inputs should also be given on financial literacy (savings, credit, subsidy, remittance, insurance, and pension) and entitlements of poor under other components of NULM and other Central/State schemes for social benefits and poverty alleviation.
- All training centres mandatorily should be SMART Accredited in three star rating &

above to have training staff, and training and IT infrastructure as per SSC guidelines for a specific course or as per the norms of NSDCSMART Accredited & affiliated Training centre.

- f. All training centres to take Bio-metric attendance of the trainees and the training staff twice on daily basis and to do its daily updation on the NULMMIS.
- g. The TP shall at all times maintain proper documentation at the training centre of all processes associated with the training and placement program such as inception report, placements report, post placements report, staff & trainees' attendance report, visitors register, etc. and make the same available for inspection and verification by the client.
- h. The client's functionaries will be inspecting training centres during the batch period and the information will be collected in a prescribed proforma containing various parameters such as quality of training, infrastructure, faculty, attendance, environment etc. A log of such inspections shall be maintained for each training course by the TP and the client both.
- i. The training centre shall be located within the municipal area of ULB or as decided by client.

9.2 Course Curriculum

- a. All Skill Development courses offered under the EST&P must conform to the National Skills Qualification Framework (NSQF)/SSC. All TPs under EST&P would need to comply with this requirement of the NSQF, failure to do which would lead to their de-listing by the empaneling/approving authority.
- b. All training providers would have to organize their courses/programs to ensure alignment with NSQF levels in accordance with the implementation schedule given in the NSQF notification.

9.3 Candidate Mobilization

- a. Eligible candidates for ESTP program must be from amongst the urban poor families only.
- b. TPS will have to mobilize eligible candidates for the training from the notified municipal area of the ULB in which the training would be organized. TPs can seek help of ULBs in getting the list of eligible urban poor house holds from where to mobilize prospective candidates for the training.
- c. Candidate mobilization in terms of number of candidates to be mobilized should be done keeping in view the training target and incidence of candidate drop-out at various stages of skill-training.

10. Candidate Eligibility and Selection

The candidates selected for training under EST&P component of NULM should be from the urban poor households only. The following conditions need to be adhered to in selection of the candidate:-

- a. S/he should not have undergone skill development training under the SJSRY /NULM in any other trade during the last 3 years. However, such candidates can be provided advanced training on the skills acquired in any previous training.
- b. The candidate should meet the minimum qualification as per requirement of the training curriculum approved by the State Executive Committee.
- c. Candidates for the training will be selected in the demographic and socio-economic ratio such as SC/ST/OBC/Women/Minority etc. as per NULM/Govt. of India guidelines. Prior permission of SULM must be taken in case candidates are not available as per the required demographic and socio-economic ratio for a particular training course/trade/batch.
- d. The percentage of SC and ST candidates being trained should not be less than the percentage of SC and ST population in the town. Out of the total beneficiaries for the State/UT under EST&P; minimum 30% should be women, minimum 15% should belong to the Minority community and minimum 5% of the candidates should be differently abled.

- e. However, based on the trade and area of implementation, if the above requirement of minimum percentage cannot be fulfilled through common training programs, specific training programs targeting the above vulnerable communities may be undertaken by the TP in consultation with SULM.
- f. Registration of candidates must be done using NULM MIS.

11.2 Candidate Assessment & Certification

- a. SSC will conduct assessment of all the trained candidates with a minimum attendance of 70% at the end of the training period. The TP shall comply with all the certification norms and should work in coordination with certifying agency during assessment.
- b. The TP should approach SSC and follow the procedure established by them to conduct candidate assessment and obtain NSQF compliant certificates for candidates successfully trained under NULM.
- c. The TP must inform before the date and time of assessment to concerned ULB as well as DAY-NULM, Assam. The TP would request to concerned ULB concerned official and ensure his presence during assessment.
- d. The TP Agency shall provide the attendance of the candidates at the time of assessment and take the sign & stamp of the assessor on the assessment attendance sheet.
- e. Each candidate undertaking training under EST&P component of NULM should be awarded a certificate issued by NSQF approved independent third-party agency, which in this case is SSC.
- f. TPs will be responsible for re-training and re-assessing if any candidate fails in assessment and the cost of retraining/re-assessing the unsuccessful candidates shall be borne by the TP.
- g. Video recording of candidate assessment process is to be done compulsorily.

11.3 Training Outcome

It is important that the skill training programs by TPs result into tangible outcomes as envisaged. Outcomes of skill training of fresh candidates must include the following:

- 11.3.1 Employment (both wage employment and self-employment) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment and 20% in self-employment.
- 11.3.2 In case of wage employment, candidates shall be placed in jobs that provide wages at least equal to minimum wages prescribed and such candidates should continue to be in jobs for a minimum period of three months, with not more than a 10-day break, from the date of placement in the same or a higher level with the same or any other employer.
- 11.3.3 For the purpose of wage employment, enrolment of candidates for apprenticeship and Work permit (work visa) for overseas employment would also be treated as proof of employment. In case the employer pays minimum wages in terms of Cost to Company (CTC), at least 80% of CTC should comprise cash in hand, of the candidate.
- 11.3.4 In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade license or setting up of an enterprise or becoming a member of a producer group or proof of additional earnings (bank statement) or securing a relevant enterprise development loan or any other suitable and verifiable document, showing an income of Rs.15,000/- over the period of six months or any verifiable proof of self-employment, prescribed by SULM.

11.3.5 Formal recognition and certification of persons who have acquired skills, through informal, non-formal or experiential training in any vocational trade or craft (after imparting bridge courses if necessary) should provide an appropriate increase in wages in the skill category of the candidate for immediate and subsequent production cycle in case of wage employment or meet the conditions under (d.) above in case of self-employment to be treated as the outcome of this effort.

11.4 Post Training Support & Handholding

11.4.1 **Micro-enterprise:** For candidates interested in setting up micro-enterprises, the TPs shall be responsible to assist in setting-up the micro enterprise within 3months of successful completion of the training. The TPs shall provide support for proposal writing, ensure credit from banks, provide support for availing subsidy to candidates regarding any of the micro-enterprise development schemes such as SEP component under NULM, Prime Minister's Employment Generation Programme (PMEGP) under Ministry of Micro, Small and Medium Enterprises (MoMSME), Cluster Development Schemes under MoMSME or any other such scheme.

11.4.2 **Financial Inclusion:** The TP shall also facilitate the opening of Basic Saving Bank Deposit account for all the candidates who donot have a bank account.

11.5 Post Training Tracking

11.5.1 The details of all the candidates of a batch have to be fed into the MIS to qualify a successful tracking of candidates.

11.5.2 All trainees (applicable for candidates placed both in wage employment and self-employment) are to be tracked (once every month) for a period of12 months in case of fresh entrants from the date of completion/certification of training with respect to their career progression, retention, and other parameters. Persons who have been certified for their acquired skills through informal, non-formal or experiential learning, will also be tracked.

11.5.3 The parameters to be tracked during this period are:

11.5.3.1 Placement should be within 3 months of completion of training.

11.5.3.2 Once placed, remuneration/incremental remuneration per month.

11.5.3.3 Whether continues to work in the same or higher job role till end of the tracking period (whether with same or different employer).

11.5.3.4 If there are periods of unemployment between different jobs, duration of such gaps and reason for leaving earlier job without having a job in hand.

11.6 MIS and Reporting

11.6.1 The TP shall have the responsibility of regular reporting on progress of training, placement, and micro-enterprise establishment to the ULB and SULM on a regular basis on the DAY-NULMMIS as per NULM norms/advised from time to time.

11.6.2 In the spirit of proactive disclosure of information and ensuring transparency under DAY-NULM, key progress reports under EST&P will also be made available on the public domain in a timely manner.

11.6.3 The skill training candidates entire data to be available on NULM-MIS only to beconsidered (candidates, Attendances, Assessment, Result, Successful candidates certificates and Placement, wage employed etc.).

11.7 Role and Responsibilities of TPs

11.7.1 Undertaking markets canning to assess employment potential and tying-up for Placements in reputed Industries prior to starting the batches to be trained. It should only start the course, when forward linkages for placement upto 70% of batch strength are ensured.

- 11.7.2 Setting up NSDC SMART Accredited training centres and maintaining their infrastructure.
- 11.7.3 Imparting domain and soft skill training in the identified employment sector as per the work order/MOU/MOA.
- 11.7.4 Ensuring the quality in the training as per the NSQF level standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.
- 11.7.5 Undertaking regular candidate assessment during training and updating the same in NULM MIS portal.
- 11.7.6 Coordinating with potential employers and industrial networks for candidate placement.
- 11.7.7 Providing placements to all the trained/CERTIFIED candidates.
- 11.7.8 Facilitating opening of saving bank account and Aadhaar card of the candidates who do not have it.
- 11.7.9 Maintaining candidate placement records such as appointment letter, salary-slip, bank statement detail, etc. and submit to ULB/SULM.
- 11.7.10 Post placement counseling and retention for at least 12 months.
- 11.7.11 Organizing extracurricular activities for wholesome personality development of trainees after the daily training hours.
- 11.7.12 Updating all training data in the NULM MIS portal on a regular basis.
- 11.7.13 To carry out any other task as assigned by SULM/ULB from time to time.

11.8 Role and Responsibilities of the Client/SULM/ULBs

- 11.8.1 To identify and counsel suitable unemployed urban youths based on their qualification, aspirations, mobility, skill gap etc. and provide the list of suitable candidates to TPs. Candidate Mobilization is TPs work.
- 11.8.2 To release payments as per Guidelines subject to the completion and achievement of all deliverables and milestones.
- 11.8.3 To monitor and assess quality of training and ensure that the trainings are held as per agreement & guideline of DAY-NULM with the second party.

12 FORCE MAJEURE AND TERMINATION AND RESOLUTION OF DISPUTES

If any dispute arises between parties, then these would be resolved in following ways:

12.1 Force Majeure

- a. Where the performance by the agency and its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the agency and against which an experienced agency could not reasonably have been expected to take precautions, the agency shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- b. From the date of receipt of notice given in accordance with, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forth with or extend the term of contract upto a reasonable period to give adequate time to complete the project/work.
- c. If by the end of the Suspension Period the Parties have not agreed to further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

12.2 Suspension or Termination without Default of the Agency

- a) The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the agency and giving the reason(s) for such suspension or termination.
- b) Where this Contract has been suspended or terminated pursuant to the agency shall take such steps as are necessary to terminate the provision of the services, in a cost-effective, timely and orderly manner and provide to the Client, not more than 60 days after the Client notifies the Agency of the suspension or termination of this Contract an account in writing, stating:
 - i. Any costs due before the date of suspension or termination;
 - ii. any costs incurred by the Agency after the date of suspension or termination, which the Agency necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- c) Subject to the Client's approval, the Client shall pay such amount to the agency within 30 days of receipt from the Agency of an Invoice in respect of the amount due.

12.3 Suspension or Termination with Default of the agency

- 12.3.1 The Client may notify the agency of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Agency to remedy that dissatisfaction and the time within which it must be completed.
- 12.3.2 Where this Contract is suspended and the Agency subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 12.3.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
 - 12.3.3.1 The Agency or any member of the Consultant's Personnel ,either directly or through their servants or agents, breaches any of their obligations under this Contract ,or the Agency or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of this Contract; or
 - 12.3.3.2 the Agency is an individual or a partnership or a joint venture and at any time:
 - i. Become bankrupt; or
 - ii. Is the subject of a receiving order or administration orders; or
 - iii. Makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
 - iv. Makes any conveyance or assignment for the benefit of the Consultant's creditors; or
 - 12.3.3.3 The Agency is a company and:
 - i. An order is made or a resolution is passed for the winding up of the Consultant; or
 - ii. a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
 - 12.3.3.4 the Agency is a partnership or joint venture or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has "no objection "to the continuation of the Contract after the Change in Control.

- 12.3.4 Where this Contract is terminated in accordance with this Clause, or because of change in CV without prior approval from the Client, the Agency shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.
- 12.3.5 In case of termination of contract the client will be forfeited the Bank Guarantee.

13. GENERAL PROVISIONS

13.1 Variations:

1. In case of non-performance, non-compliance, deficiency in quality of services, subletting/ training-in-franchise mode, or any deliberate breach of contract by the TP at any point of association, the client will have the right to cancel the empanelment, or the contract, or both forthwith and if necessary, the client may also take punitive action against the TP as per NULM guidelines/law of contract.
2. In normal condition during the implementation period, other than breach of contract and where no liabilities remain due, both parties can terminate the contract in case they do not wish to continue association by giving three months' prior notice in writing. In this case the contract may also be ended earlier than 3 months if both the parties agree to do so.

13.2 Earnest Money Deposit:

1. If the RFP applicant has participated in the selection process and deposited the EMD amount, EMD will be refundable only after issuance of Work Order. In case Bidder has been selected for engagement refuses to submit the Performance Guarantee, in that case the EMD will be forfeited in full.
2. EMD of unsuccessful Bidders will be refunded within 30 days of the publication of the final list of engaged TPs declared by DAY-NULM, Assam.

13.3 Performance Guarantee:

1. Engaged TP will submit the specified amount of Performance Guarantee. If the engaged TP has been allotted the target by the Client, but the TP fails to start the training batches within the stipulated time, then the client can forfeit the Performance Guarantee of the engaged TP.

13.4 Anti-corruption Measure

1. Any effort by RFP Applicant(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, shall result in the rejection of the Proposal.
2. A recommendation for award of Contract shall be rejected if it is determined that the recommended applicant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases UADD shall blacklist the applicant either indefinitely or for a stated period, disqualifying it from participating in any future RFP of the department.

13.5 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall be come applicable.

13.6 Resolution of Disputes

In case dispute arising between the DAY-NULM, Assam and the Agency, which has not been settled amicably, the Agency can request the DAY-NULM, Assam to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Commissioner & Secretary, DoHUA, Assam. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Guwahati, Assam. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Guwahati.

