

पत्रांक:- 04/NULM-02/16/.....4012...../न0वि0एवंआ0वि0

बिहार सरकार

नगर विकास एवं आवास विभाग

प्रेषक,

चैतन्य प्रसाद, भा0प्र0से0
प्रधान सचिव
नगर विकास एवं आवास विभाग।

सेवा में,

नगर आयुक्त, सभी नगर निगम।
कार्यपालक पदाधिकारी,
सभी नगर परिषद् एवं नगर पंचायत।

पटना, दिनांक, 16/6/17

विषय:- दीनदयाल अन्त्योदय योजना-राष्ट्रीय शहरी आजीविका मिशन (DAY-NULM) के EST&P घटक के अन्तर्गत प्रशिक्षण प्रदाता एजेंसियों के साथ एकरारनामा कर प्रशिक्षण प्रारंभ करने के संबंध में।

प्रसंग:- पत्र सं0-1072 दिनांक- 28.04.2017 एवं BSDM/SDM-23/2017-273 दिनांक 25.04.2017.

महाशय,

उपर्युक्त विषयक प्रासंगिक पत्र का संदर्भ लिया जाय। दीनदयाल अन्त्योदय योजना-राष्ट्रीय शहरी आजीविका मिशन (DAY-NULM) के कौशल प्रशिक्षण एवं नियोजन के माध्यम से रोजगार (EST&P) घटक के क्रियान्वयन हेतु बिहार कौशल विकास मिशन (BSDM) से प्राप्त प्रशिक्षण प्रदाता एजेंसियों की प्रथम सूची सभी नगर निकायों को उपलब्ध करायी जा चुकी है। BSDM द्वारा प्राप्त द्वितीय सूची आप सबों को अग्रतर कारवाई हेतु भेजा जा रहा है। इस हेतु उपरोक्त संदर्भित पत्र सं0- 1072 दिनांक- 28.04.2017 में उल्लेखित निदेशों का अनुपालन किया जाय।

विदित हो कि वित्तीय वर्ष 2017-18 के EST&P घटक के लक्ष्य की प्राप्ति हेतु प्रशिक्षण कार्य Mission Mode में चलाया जाना है। इस क्रम में दिनांक-01.07.2017 से BSDM द्वारा प्राप्त सभी Skill Development Center (SDC) में प्रशिक्षण कार्य प्रारम्भ किये जाने का निर्णय लिया गया है। निदेश दिया जाता है कि विभाग द्वारा प्रेषित BSDM से निबंधित SDC के साथ एकरारनामा करके दिनांक-01.07.2017 को सभी प्रशिक्षण केन्द्रों पर एक साथ प्रशिक्षण प्रारंभ करने हेतु संलग्न कार्य योजना के अनुसार सभी आवश्यक तैयारी करा ली जाय तथा निर्धारित तिथि को समारोहपूर्वक प्रशिक्षण प्रारंभ कराया जाय।

अतः अनुरोध है कि वर्णित निदेशों का तत्परता से अनुपालन सुनिश्चित किया जाय।

अनु: यथोक्त।

विश्वासभाजन

16/6/2017

प्रधान सचिव

नगर विकास एवं आवास विभाग।

कार्य-योजना

क्र०सं०	गतिविधि	जिम्मेदारी	समय सीमा
01	प्रशिक्षण प्रदाता एजेन्सी एवं नगर निकाय के साथ समझौता पत्र पर हस्ताक्षर	नगर आयुक्त / कार्यपालक पदाधिकारी	23 जून, 2017 तक
02	BSDM पोर्टल पर लामुको का पंजीकरण	नगर मिशन प्रबंधक	25 जून, 2017 तक
03	प्रशिक्षण हेतु BSDM पोर्टल पर बैच का निर्माण एवं अनुमोदन का कार्य	नगर मिशन प्रबंधक	27 जून, 2017 तक
04	कौशल प्रशिक्षण संबंधित प्रचार-प्रसार हेतु बैनर/हॉर्डिंग/पम्फलेट एवं समाचार पत्र में विज्ञापन में छपने वाले विषय वस्तु का निर्माण करना	राज्य स्तर पर नियुक्त आई.ई.सी टीम	22 जून 2017 तक
05	कौशल प्रशिक्षण संबंधित प्रचार-प्रसार हेतु बैनर/हॉर्डिंग/पम्फलेट/समाचार पत्र में विज्ञापन प्रकाशित करना	आई.ई.सी टीम एवं नगर मिशन प्रबंधक	25 जून, 2017 तक
06	प्रशिक्षण हेतु Skill Development Center को बैच अनुसार कार्यादेश जारी करना	नगर आयुक्त / कार्यपालक पदाधिकारी	30 जून, 2017 तक
07	प्रशिक्षण केन्द्र में Demo Class की शुरुआत	नगर मिशन प्रबंधक	29-30 जून, 2017 के बीच
08	प्रशिक्षण का उद्घाटन एवं शुरुआत	माननीय सांसद / विधायक / महापौर / उप महापौर / अध्यक्ष / नगर आयुक्त / कार्यपालक पदाधिकारी	01 जुलाई, 2017

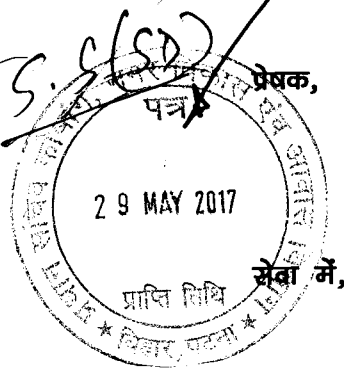
बिहार सरकार
बिहार कौशल विकास मिशन
श्रम संसाधन विभाग

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पटना, दिनांक- 25/5/2017

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दीपक कुमार सिंह,
प्रधान सचिव-सह-मुख्य कार्यपालक पदाधिकारी,
बिहार कौशल विकास मिशन।

प्रधान सचिव, स्वास्थ्य विभाग,
प्रधान सचिव, नगर विकास एवम् आवास विभाग,
प्रधान सचिव, उद्योग विभाग,
सचिव, सूचना एवम् प्रौद्योगिकी विभाग,
सचिव, अनुसूचित जाति/जन जाति कल्याण विभाग,
प्रबंध निदेशक, महिला विकास निगम।

विषय:- प्रशिक्षण प्रदाता एजेंसी की सूची उपलब्ध कराने के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि बिहार कौशल विकास मिशन के द्वारा विभिन्न प्रक्षेत्रों में कौशल प्रशिक्षण प्रदान किये जाने हेतु प्रशिक्षण प्रदाता एजेंसियों को चयनित करते हुए बिहार कौशल विकास मिशन के वेबपोर्टल पर पंजीकृत किया गया है। आपके विभाग के द्वारा संचालित कौशल प्रशिक्षण कार्यक्रम का संचालन इन्हीं पंजीकृत एजेंसियों के माध्यम से किया जाना है। यह सूची पूर्व में इस कार्यालय के पत्रांक 206 दिनांक 23.03.2017 के द्वारा भेजी गई सूची के अतिरिक्त है।

अतः आपके विभाग के लिए पंजीकृत प्रशिक्षण प्रदाता एजेंसियों की सूची संलग्न करते हुए अनुरोध है कि कौशल प्रशिक्षण प्रदान किये जाने हेतु अपने स्तर से अग्रतर कार्रवाई करने की कृपा की जाये।

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Dy. Dir.



विश्वासभाजन
(दीपक कुमार सिंह)
प्रधान सचिव -सह-
मुख्य कार्यपालक पदाधिकारी,
बिहार कौशल विकास मिशन

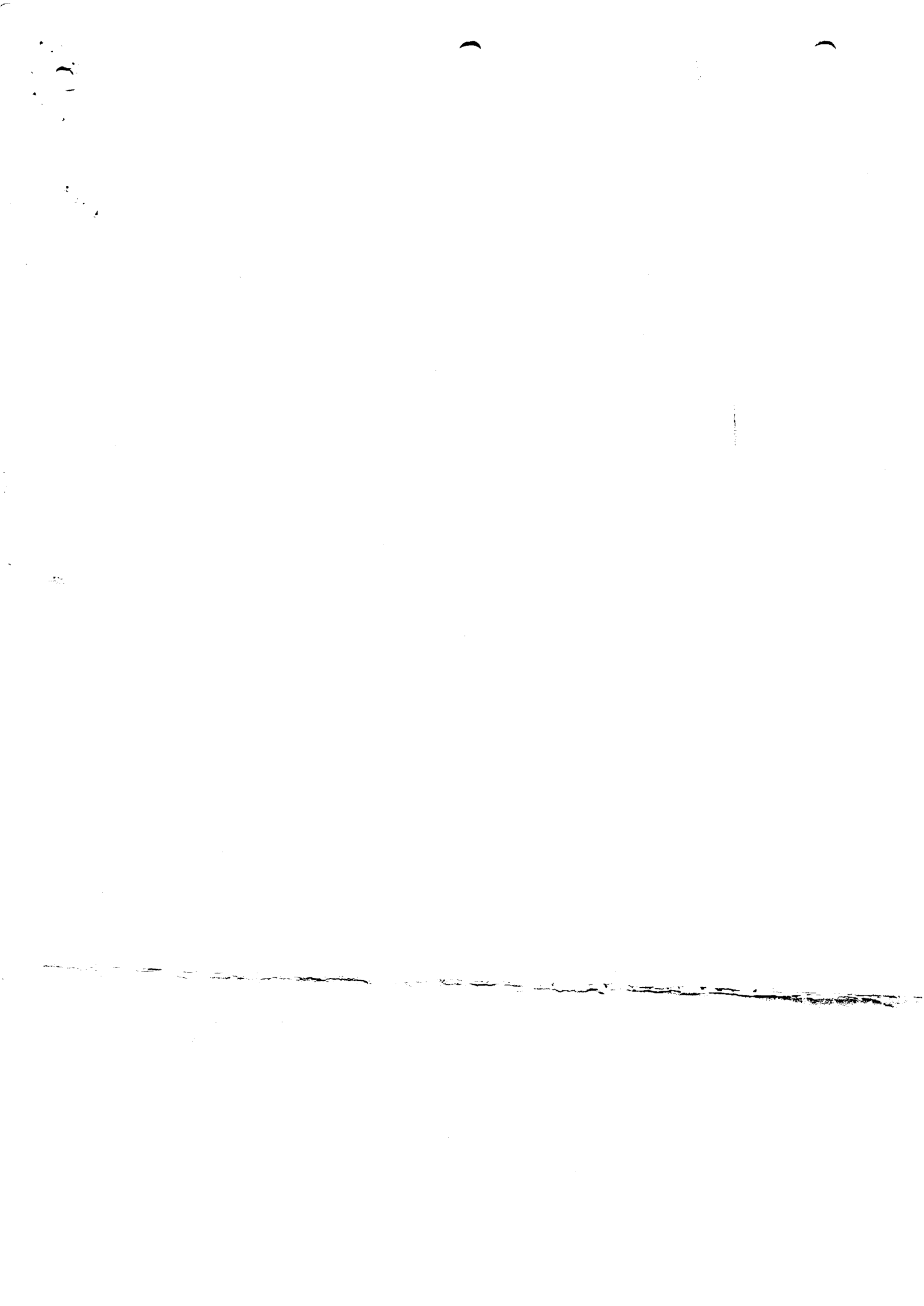
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31.5.17
Dr. Manoj
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Urban Development Dept.

S.No.	AO Code	Printer Code	Center Name	Email	Mobile	District	Block	Address	Sector	Course	Department	Class Name	Class Area (sq. ft.)	Lab Name	Lab Area (sq. ft.)	Intake Capacity
1	105623	DS05030010	SL COMPUTER	scomputercentrehkg16@gmail.com vivekhai108@gmail.com	7033218459	Khagaria	Khagaria Sadar	KINKER NIWAS, WARD NO.-24, BALUAHI, KHAGARIA	Tourism & Hospitality	Housekeeping Attendant (Manual Cleaning)	Urban Development	Theory Class room	384	Lab room	416	30
	105623	DS05030010	SL COMPUTER	scomputercentrehkg16@gmail.com vivekhai108@gmail.com	7033218459	Khagaria	Khagaria Sadar	KINKER NIWAS, WARD NO.-24, BALUAHI, KHAGARIA	Tourism & Hospitality	Housekeeping Supervisor	Urban Development	Theory Class room	384	Lab room	416	30
2	104791	DS06050046	shri bharti classes	bhartiust7@gmail.com	8083452465	Patna	Patna Sadar	19, adri lane boring road Patna	IT-ITES	Associate Desktop Publishing (DTP) Operator	Urban Development	Classroom1	207.5	Lab-1	280	20
2	104791	DS06050046	shri bharti classes	bhartiust7@gmail.com	8083452465	Patna	Patna Sadar	19, adri lane boring road Patna	IT-ITES	Domestic Data Entry Operator	Urban Development	Classroom1	207.5	Lab-1	280	20
3	114334	DS08030031	YOUTH EDUCATION SOCIETY	yes_eng@rediffmail.com	9430511463	Siwan	Siwan Sadar	Laxmipur, Andar Road, Siwan, PINCODE-941226	Apparel	Hand Embroiderer	Urban Development	Embroidery Theory & Lab	220	Embroidery Lab & class	220	20
3	114334	DS08030031	YOUTH EDUCATION SOCIETY	yes_eng@rediffmail.com	9430511463	Siwan	Siwan Sadar	Laxmipur, Andar Road, Siwan, PINCODE-941226	Beauty & Wellness	Hair Stylist	Urban Development	1	240	2	144	20
4	115712	DS08030059	Srishi	dsrshithospital@gmail.com	7070555205	Siwan	Pachrukhi	Bangali pakri Sarjan road, gausala road siwan	Healthcare	Vision Technician	Urban Development	Domain Theory	216	Domain Lab 1	408	20
4	115712	DS08030059	Srishi	dsrshithospital@gmail.com	7070555205	Siwan	Pachrukhi	Bangali pakri Sarjan road, gausala road siwan	Healthcare	Medical Laboratory Technician	Urban Development	Domain 2	216	Domain lab 2	407	20
	115712	DS08030059	Srishi	dsrshithospital@gmail.com	7070555205	Siwan	Pachrukhi	Bangali pakri Sarjan road, gausala road siwan	Healthcare	General Duty Assistant	Urban Development	HHA Theory	204	Domain lab 3	400	20
	115712	DS08030059	Srishi	dsrshithospital@gmail.com	7070555205	Siwan	Pachrukhi	Bangali pakri Sarjan road, gausala road siwan	Healthcare	Emergency Medical Technician (Basic)	Urban Development	Domain 2		Domain Lab 1		20
	115712	DS08030059	Srishi	dsrshithospital@gmail.com	7070555205	Siwan	Pachrukhi	Bangali pakri Sarjan road, gausala road siwan	Healthcare	Home Health Aide	Urban Development	HHA Theory		Domain lab 3		20
5	116397	DS06050038	RAJESHWAR TARIT MEMORIAL TRUST	ashish_bdm@gmail.com	8294588724	Patna	Patna Sadar	SHEKHPURA, PO- 8 V COLLEGE, PS- AIRPORT, Patna	Beauty & Wellness	Beauty Therapist	Urban Development	Classroom 2	348	Domain Lab	476	20
6	104429	DS09020003	accuser skills pvt. ltd.	mukeshaccuser89@gmail.com	9709738800	Saharsa	Saur Bazar	accuser skills pvt ltd, tiwari toli chowk new bypass road basti ward no-31 saharsa	Healthcare	Medical Laboratory Technician	Urban Development	Rheory Class room	204	Computer Lab	450	20
7	103315	DS09050016	Beauty Nat Kalyan Niletan	bal.mukund015435@gmail.com	8409669714	Siemahni	Dumra	Beauty Bari Kalyan Niletan, River Valley Colony, Rajopati Siemahni	IT-ITES	Domestic Data Entry Operator	Urban Development	BNBK Siemahni	280.25	BNBK Siemahni Lab	540	30
8	111485	DS06050151	mangdashak skills	rahulm@mangdashak.com	9838620121	Patna	Danapur	118 Dajal farms, Ganeshpur-Rehmanpur, Deva road, Chinhat	BFSI	Life Insurance Agent	Urban Development	TH-01	850.5	it lab	775.07	30
8	111485	DS06050151	mangdashak skills	rahulm@mangdashak.com	9838620121	Patna	Danapur	118 Dajal farms, Ganeshpur-Rehmanpur, Deva road, Chinhat	BFSI	Mutual Fund Agent	Urban Development	TH-02	703.7	Domain lab	1045.5	30
	111485	DS06050151	mangdashak skills	rahulm@mangdashak.com	9838620121	Patna	Danapur	118 Dajal farms, Ganeshpur-Rehmanpur, Deva road, Chinhat	Retail	Sales Associate	Urban Development	Th-03	700.8	Retail Lab	499.73	30
9	112924	DS06050043	HUMAN SERVICE CENTRE	humanservicecentre@gmail.com	9934004571	Patna	Patna Sadar	At Girja Bhawan, Tegachhia, PO: Paragan, Dist: Araria, Pin Code: 854311 (Bihar)	IT-ITES	Associate Desktop Publishing(DTP)	Urban Development	ROOM1	220	ROOM1	220	20
9	112924	DS06050043	HUMAN SERVICE CENTRE	humanservicecentre@gmail.com	9934004571	Patna	Patna Sadar	At Girja Bhawan, Tegachhia, PO: Paragan, Dist: Araria, Pin Code: 854311 (Bihar)	IT-ITES	Domestic IT helpdesk Attendant	Urban Development	ROOM1	220	ROOM1	220	20
10	112951	DS09010036	DARSHAN INSTITUTE OF MANAGEMENT & TECHNOLOGY PVT. LTD.	nitinmusaifarpu@gmail.com	9308691807	Muzaffarpur	Mushahari	SATTAM COMPUTER CAMPUS, BEHIND B.S.F.C. GAS AGENCY, ORIENT CLUB, AMGOLA, Muzaffarpur	Retail	Sales Associate	Urban Development	classroom1	212.85	LAB	210	20

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11	113560 DS09010053	Global Skill Development Foundation	gsdf.pankaj@gmail.com	9308747147	Muzaffarpur	Mushahari	Kamakunji, Jhuni Lal Sah Lane, Rambhag Road, Muzaffarpur	Electronics	Field Technician Computing and Peripherals..	Urban Development	CRI	255	Lab1	234	20
	113560 DS09010053	Global Skill Development Foundation	gsdf.pankaj@gmail.com	9308747147	Muzaffarpur	Mushahari	Kamakunji, Jhuni Lal Sah Lane, Rambhag Road, Muzaffarpur	Life Science	Medical Sales Representative	Urban Development	CRI	255	Lab3	210	20
12	114455 DS03030006	BBC COLLEGE SUPAUL	bccruti@gmail.com, bbccollegesupaul@gmail.com	995525856	Supaul	Supaul Sadar	AMAN NAGAR NEAR GAURAVGARH HIGH SCHOOL CHOUD, PIPRA ROAD, NAGAR PARISAD, WARD NO-04, SUPAUL, PO+P S4-DIST-SUPAUL(BIHAR) PIN CODE-852131	Security	Unarmed Security Guard	Urban Development	Class Room 01	315	Security	315	30
13	115822 DS06050119	CPT Skills Education	bookkrishna@gmail.com	9835413698	Patna	Patna Sadar	CPT Skills Education, Near Gandhi Maidhan, Beside Bisconanun Bhawan, Indian Overseas Bank building ,West Gandhi Maidan Marg, Patna-800001	Retail	Sales Associate	Urban Development	Theory class Room	400	Retail Lab	204	20
14	118186 DS09010060	CPT Skills Education	sahil.khunger@cpt.in	9354410644	Muzaffarpur	Mushahari	CPT Skills Education, Towards Aamgola Bridge, Harisabha Chowk, Muzaffarpur-842001	Electronics	Mobile Phone Hardware Repair Technician	Urban Development	Lecture room 1	270	HW	209	20
	118186 DS09010060	CPT Skills Education	sahil.khunger@cpt.in	9354410644	Muzaffarpur	Mushahari	CPT Skills Education, Towards Aamgola Bridge, Harisabha Chowk, Muzaffarpur-842001	Retail	Sales Associate	Urban Development	Lecture room 1	270	2	210	20
15	119232 DS06050169	ABHYAAS FOUNDATION	shobhaabhyas@gmail.com	7469397625	Patna	Patna Sadar	RENTAL FLAT-184, KANKARBAAGH, PATNA, BIHAR	BFSI	Life Insurance Agent	Urban Development	Class room 1	227.8	Domain Lab 1		20



(ON A NON-JUDICIAL STAMP PAPER OF RS. 1000 ISSUED IN BIHAR)

AGREEMENT BETWEEN

[Name of the Department/Sub Department/Authority/Nodal Agency] (Client)

AND

[The Name of the Training Partner] (Training Partner/Skill Development Center Operator)

This Agreement is made at Patna, Bihar this _____ day of [Month], 2017

BETWEEN

Name of the Department/Sub Department/Authority/Nodal Agency, Government of Bihar (“GoB”) registered under the _____ Act, having Registration No.dated and having its Registered office at _____ hereinafter referred to as “**Client**” (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by the[Designation of the Official], as the party of the First Part,

AND

[The Name of the Training Partner (TP)] registered on Bihar Skill Development Mission (BSDM) Portal as a Skill Development Center Operator having one or more domain skilling center code (DS code) incorporated/ registered under the _____ Act having registration no. _____ and having its registered office _____ at _____

hereinafter referred to as “**Skill Development Center Operator (SDCO)**” (which term shall so far as the context admits be deemed to mean and include its successors and assignees) represented by the _____ as the party of the Second Part.

WHEREAS:

A. The Client has the target and willingness for imparting skill training to the candidates of Bihar in the domain sector and course/s as per schemes as mentioned in this agreement hereunder and

B. The Skill Development Center Operator (SDCO) after being duly approved by BSDM has also been determined for achieving the skill training objectives in consonance with the schemes of the Client

C. And whereas The Client has offered and the Skill Development Center Operator (SDCO) has accepted this engagement, on the terms set out in this Agreement, for imparting skill training to the candidates of Bihar hereinafter will be referred to as “Services”.

NOW THIS AGREEMENT is entered by and between the parties hereto for imparting employment oriented successful training to the youth of Bihar on the terms, conditions and stipulations as set forth hereunder

1. That the contract shall come into force and effect on the date (the effective date) of signing of the agreement.
2. That the Skill Development Center Operator (SDCO) shall commence the services not later than days from signing the contract by both the parties as mentioned hereinabove.
3. The Skill Development Center Operator (SDCO) shall employ qualified and experienced trainer/s complying to the trainer mandate set by respective SSC/ [Government Training Providers (GTPs) for self-prescribed courses] for the chosen course as required to carry out the Services.
4. The Skill Development Center Operator (SDCO) shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.

5. The Skill Development Center Operator (SDCO) shall always act, in respect of any matter relating to this Contract or to the Services to the Client/Authority, and shall at all-time support and safeguard the Client's legitimate interests in any dealings with Third Parties.
6. That the Skill Development Center Operator (SDCO) shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the SDCO shall promptly disclose the same to the Client and seek its instructions.
7. That except with the prior written consent of the Client, the Skill Development Center Operator (SDCO) and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the Skill Development Center Operator (SDCO) and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
8. That the Skill Development Center Operator (SDCO) undertakes to ensure uninterrupted power/ electricity for the conduct of training at their Skill Development Center (SDC) and will keep in place appropriate safety measures for the safety of the candidates, personnel deployed there in and of the available infrastructures on its own cost and expenses.
9. The Skill Development Center Operator (SDCO) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from the Client, and all payments made by it to its staff, and for all other costs.
10. That the Skill Development Center Operator (SDCO) shall periodically permit during the continuation of this contract and further up to **DAY-NULM Mission period** from expiration or termination of this Contract, the Client or its designated representative, to inspect the accounts and records and make copies thereof as well as to have them audited by auditors appointed by the Client if so required by the Client itself or as the case may be.
11. The SDCO would be responsible for candidate mobilization, training, placement and post placement tracking under the overall supervision/instructions of Client, and as per approved process and cost norms of BSDM
12. The Skill Development Center Operator (SDCO) shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by the Client. The Training Partner (TP) shall not engage in training activities that conflict with the interest of the Client under the Agreement.
13. The Skill Development Center Operator (SDCO) shall not take any fees from the candidates under any pretext except for refundable security deposit as per BSDM norms, for the training being so conducted under the respective Skill Development Programme.
14. The Skill Development Center Operator (SDCO) shall not try to influence the third party assessment in any way whatsoever, and shall duly inform the Client in advance in case an assigned Assessor had a prior beneficial relationship with the Skill Development Center Operator (SDCO).

15. The Skill Development Center Operator (SDCO) shall not subcontract/sublet/franchise/assign the services or conduct of training as required under this agreement. The SDCO shall not operate the training centers (SDC/s) via any of the above arrangement.
16. The Client shall extend support for the Programme on a best effort basis.
17. The Client shall timely monitor and evaluate the Skill Development Center Operator's (SDCO's) Performance.
18. The Client shall monitor programme performance as per the envisaged monitoring & evaluation framework. The task of Programme Monitoring and Evaluation shall be completed through a Multi-Pronged approach under an
 - i. Online Management Information System (MIS) that has been designed, developed and deployed by the BSDM/ Concerned Client/ both;
 - ii. Physical Monitoring, will be done by the Client where multiple scheduled/surprised visits shall perform by representatives (Block/District/State Level officials) of the Client.
19. The Client shall Disburse the payment after all due verifications have been done for the submitted invoices. The Payment due on the part of the Client shall be made on the basis of the procedure prescribed for payment of training fee and incentive in accordance with the approved process and cost norms of the BSDM as applicable and modified time to time.
20. The Client may terminate the contract if it determines at any time that representatives of the Skill Development Center Operator (SDCO) were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the execution of the contract, without the Skill Development Center Operator (SDCO) having taken timely and appropriate action satisfactory to the Client to remedy the situation.
21. The Client may also sanction an order against the SDCO, including declaring the SDCO ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the SDCO has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing/applying for, or in executing, the Client financed contract.
22. The Client can modify terms and conditions of this Contract subject to mutual agreement between the Parties to account for Government of India/State Government stance on various schemes being implemented by the Client, Any modification or variation of the terms and conditions of this Contract not covered under the contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties as an addendum to this Agreement.
23. The quality of performance related to the service is the essence of the contract and in the event of failure to perform as per the terms and conditions of the contract and to the satisfaction of the Client; the Client shall be free to take suitable decisions with respect to the continuance of the contract.
24. The parties to this agreement shall use their best efforts to settle amicably, all or any dispute related to or arising out of this agreement or the interpretation thereof and in case the dispute is not resolved, any party can refer the dispute for Arbitration under (Indian) Arbitration and

Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator – Principal Secretary/ Secretary of the Client’s Department, Government of Bihar.

- 25. The decision of the arbitrator shall be final and binding upon both parties and the parties agree to bound thereby and act accordingly. The Arbitration proceedings shall be held in Patna, Bihar.
- 26. The general conditions of the contract, the Articles and the Annexure attached to this agreement shall be read and construed as forming part of the agreement and the parties hereto respectively abide by and submit themselves to the condition and perform the agreement on their parts respectively in such conditions contained.

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

Signed by:

Signed by:

For and on behalf of
[Client]
[Authorized Representative]
Name:
Designation:
Contact Number:
Contact Mail ID:
Contact Address

For and on behalf of
[Training Partner(TP)/SDCO]
[Authorized Representative]
Name:
Designation:
Contact Number:
Contact Mail ID:
Contact Address

(Witnesses)

(Witnesses)

(i) _____

(i) _____

(ii) _____

(ii) _____

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE-1

1.1 Definitions of terms:

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India and State of Bihar for the time being.
- (b) "Training Partner" or "TP" means a BSDM empaneled training partner which can be a non-government company/partnership/society/trust/proprietor/HUF/Firm, which/will provide(s) skill training i.e. "the services" and is empaneled by the Client through this Contract/Agreement. This Training Partner will henceforth be called a Skill Development Center Operator (SDCO) which is registered on BSDM portal and approved by client. The term SDCO includes Government Training Providers (GTPs).
- (c) "Contract" shall mean the agreement between the Client and the SDCO, duly signed by the parties to the agreement through their authorized representative, for providing the services as prescribed in this contract and all terms and conditions mentioned hereinafter and as per scheme guidelines and as per BSDM approved process and cost norms as revised time to time.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect.
- (f) "Client / Authority" means the various state government departments/ departmental Authority/Nodal Agency of the departments and the like that has entered into the contract with the SDCO for providing skill training to the youth of Bihar under various schemes as per scheme guidelines and as per BSDM approved process and cost norms as revised and applicable from time to time.
- (g) "GC" mean the General Conditions of Contract.
- (h) "Government" means the Government of Bihar.
- (i) "Party" means the "Client" being the First Party or the "SDCO" being the Second Party, as the case may be, and "Parties" means both of them.
- (j) "Services" means the work to be performed by the "SDCO" pursuant to this Contract.
- (k) "Third Party" means any person or entity other than the "Client" or the "SDCO".

- (l) "In writing" means communicated in written form with proof of receipt.
- (m) "Empanelment" means the signing of the Contract between the "Client" and the "SDCO".
- (n) "Programme" means Skill Development Programme being implemented by the Client under various schemes.
- (o) "Confidential Information" means:
- (i) any of either party's proprietary technology and / or software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention;
 - (ii) any manuals, notes, documentation, technical information, drawings, diagrams, specifications, or formulas which are not intended for distribution to or use by end-users or know-how related to any of the foregoing;
 - (iii) any information regarding current or proposed products, customers, contracts, business methods, financial data or marketing data which are not intended for distribution to or use by end-users;
 - (iv) any other written information that is clearly marked or designated as confidential or proprietary by such party; and
 - (v) any unwritten information that is identified by such party as confidential at the time of disclosure.
- (p) "Candidate" means: Eligible Candidates as per scheme guidelines registered on BSDM portal for training and approved by Client.
- (q) "Skill Development Centre (SDC)" means:

A training center established by the SDCO, registered with BSDM as per BSDM norms and having safe and ready-to-occupy and fully functional built-up premises for conducting training courses with carpet area, infrastructural facilities, equipment and manpower as approved by BSDM.

1.2 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

1.3. Expiration of Contract: Notwithstanding the date of execution, this Agreement will be effective from _____ and shall be valid for a period of One year, unless terminated earlier in pursuance of the provisions contained in this agreement. After One Years it may be further extended on the basis of agreed terms and conditions and the performance of the organization.

1.4. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the SDCO may be taken or executed by the officials as specified hereunder:

- [Designation of the officer] for the First Party
- Official in whose name "Power of Attorney" has been entrusted by the Second Party

1.5. Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the SDCO. The SDCO, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.6. Notices:

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Contract.
- (b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Contract.

NOTE: Any change in the mandatory particulars of the Center or the SDCO will have to be formally communicated to the Client and shall be changed on the portal post due approval.

1.7. Location: The Services shall be performed in the State of Bihar or elsewhere, if approved.

1.8. Taxes and Duties:

- (a) The SDCO shall be responsible for meeting all tax liabilities arising out of the Contract.
- (b) The income tax etc., if applicable, shall be deducted at source from the payment to the SDCO as per the law in force at the time of execution of contract.

1.9. Fraud and Corruption

Definitions: It is the Client policy to require that Client as well as SDCO to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client define, for the purpose of this provision, the terms set forth herein 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 contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

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

2. Force Majeure

2.1 Definition –

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

b) Force Majeure shall not include

- (i) Any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor
- (ii) Any event which a diligent Party could reasonably have been expected to both
 - (A) Take into account at the time of the conclusion of this Agreement and
 - (B) Avoid or overcome in the carrying out of its obligations hereunder.

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

d) The Client will decide the eventuality of Force Majeure which will be binding on both the parties.

2.2. No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.3. Measures to be taken:

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.4. Extension of Time:

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5. Payments:

No payment shall be made during the period of SDCO's inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.

2.6. Consultation:

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

2.7. Suspension:

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

- (a) Shall specify the nature of the breach or failure, and
- (b) Shall provide an opportunity to the SDCO to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the SDCO of such notice of suspension. The above action will be taken by Client after appropriate approvals.

3. TERMINATION

3.1. Termination for Default:

The Client may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the SDCO, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the SDCO to rectify the breach):

- (a) The agreement may be terminated if it is discovered at any stage that the SDCO has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
- (b) If the SDCO, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practice in competing for or in executing the Agreement.

(c) If the SDCO commits breach of any condition of the Agreement.

(d) If the SDCO is de-empaneled at any stage during the course of the Agreement.

(e) If Client terminates the Agreement in whole or in part, the Performance Guarantee shall be forfeited, if any taken by the Client. Any such decision of the authority will be final and conclusive.

3.2. Termination for Insolvency:

The Client may at any time terminate the Agreement by giving a written notice of at least 30 days to the SDCO, if the SDCO becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the SDCO, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

3.3 Termination for Convenience:

The Client, by a written notice of at least 30 days sent to the SDCO, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the Client's convenience, the extent to which performance of the SDCO under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the SDCO may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement, if any, due to such termination.

3.4. Limitation of Liability:

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The SDCO shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

3.5. Termination by the Client:

The Client may, by not less than thirty (30) days' written notice of termination to the SDCO or completion of ongoing batch whichever is later, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

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

(b) the SDCO becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) The SDCO fails to comply with any final decision reached as a result of arbitration proceedings;

(d) The SDCO fails to comply to the decisions of the Client;

(e) The SDCO submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the SDCO knows to be false;

(f) Any document, information, data or statement submitted/shown by the SDCO during empanelment, based on which the SDCO was considered eligible or successful, is found to be false, incorrect or misleading; or

(g) As the result of Force Majeure, the SDCO is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3.6. Termination by the SDCO - The SDCO may, by not less than thirty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

(a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty (60) days (or such longer period as the SDCO may have subsequently agreed to in writing) following the receipt by the Client of the SDCO's notice specifying such breach; the SDCO becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(b) As the result of Force Majeure, the SDCO is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(c) The Client fails to comply with any final decision reached as a result of arbitration.

3.7. Payment upon Termination:

Upon termination of the Agreement, no payment shall be made by the Client to the SDCO.

3.8 Cessation of Rights and Obligations and Services:

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

a) such rights and obligations as may have accrued on the date of termination or expiration,

- b) the obligation of confidentiality set forth in the agreement hereunder,
- c) the SDCO's obligation to permit inspection, copying and auditing of its accounts and records by the Client

Upon termination of this Agreement by notice of either Party to the other Party, the SDCO shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

4. FAIRNESS AND GOOD FAITH

4.1. Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

4.2. Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

ARTICLE-2

1. Description of Services

1.1 The Client has the mandate to carry forward the skill development initiatives in the state under [Name of Scheme] in a coordinated manner.

Name of Scheme: Deen Dayal Antyodaya Yojana-National Urban Livelihoods Mission (DAY-NULM)

Component: Employment through Skill Training & Placement (EST&P)

Background & Purpose:

The National Skill Development Policy issued in March 2015 points to a requirement of 109.73 million additional skilled human resources across 24 key sectors by 2022.

The Employment through Skill Training & Placement (EST&P) Component under NULM is designed to provide skills to the unskilled urban poor. The program will provide 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 skills by providing skill training programme as required by the market.

Objectives

The broader objective of the Employment through Skills Training & Placement (EST&P) Program is-

- 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 and /or self employment opportunities which will eventually lead to better living standards and alleviation of urban poverty on a sustainable basis.
- Ensure inclusive growth with increased contribution of skilled urban poor to the National Economy.

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, and which enables him/her to get wage / self employment leading to increases 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.

Under the Skill development programmes three types of training can be provided:

- a. Training of fresh entrants to the job market
- b. Reskilling or skill up-gradation of persons already engaged in an occupation
- c. Formal recognition and certification of persons who have acquired skills through skills through informal, non-formal or experiential training in any vocational trade or craft, after imparting bridge course, if necessary.

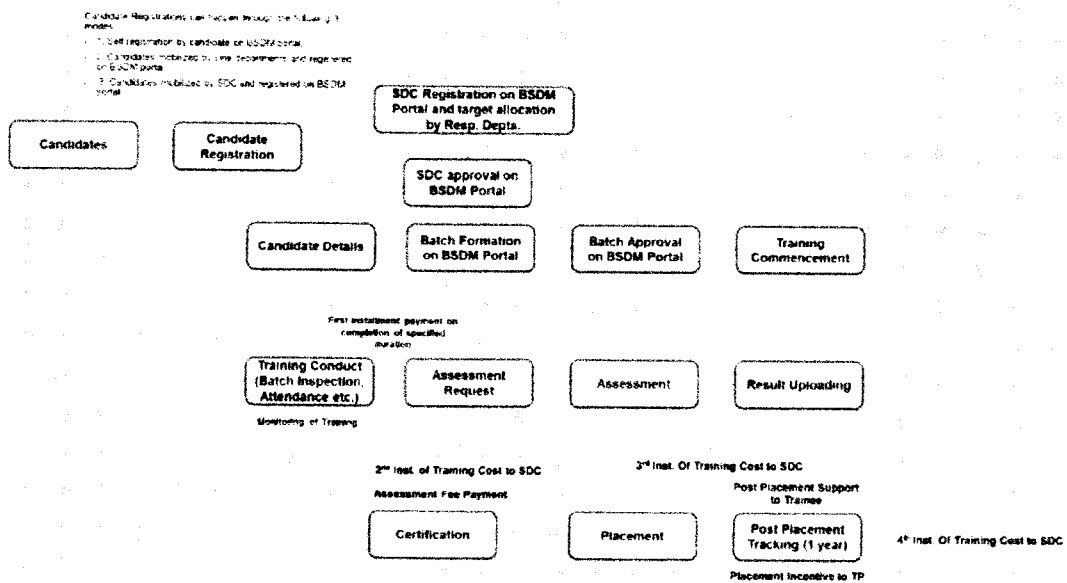
1.2 The Client plans to train candidates for following courses:

Name of Scheme			
Name of Course			

Note: Target for center wise approved courses will be allocated as per capacity of training center and will be revised based on Center's performance time to time. In future, if some more courses added to the center by BSDM, then in that case target will be allocated accordingly.

1.3 Architecture and Strategy for Programme Implementation

The Programme would target to train and gainfully employ lakhs of candidates over the next four years. Since, the number is too large to be catered through existing institutional setup / resources; BSDM has formulated a process as per below for the domain skills programme



Strategy for programme implementation:

- (a) The bulk of the target is expected to be met through existing and new large private training providers who would open their centres
- (b) Small and Niche training providers have been empanelled for training in different sectors within their district of operations.
- (c) Government TPs have been engaged to train a portion of the candidates through the automatic empanelment route.
- (d) Industry Bodies with large captive requirements have been engaged by Client through MOUs.

2. Scope of Work

The scope of work to be undertaken by the SDCO would be as below:

2.1. Mobilization, Pre-Counselling and Registration of eligible candidates

- a. Awareness creation in the districts in which it has its empaneled centre/s operational
- b. Candidate Pre-Counselling: Counselling job seekers for their training needs, career options and career planning
- c. Listing out the type and categories of jobs and mapping them with available modules
- d. Counselling the candidate and his parents on the available job opportunities/ training locations and set their expectations on jobs, relocation requirements and compensation.
- e. The above data shall be provided to Client/Authority for display on its website.
- f. Eligible candidates have to be registered online on the BSDM's portal. The Second Party shall collect copies of the documents at the time of enrolment and match them with the originals.
- g. Candidates registered by a SDCO shall be allocated to that SDCO during batch formation as far as possible.
- h. The responsibility to survey and mobilize the suitable candidates will be of the SDCO only.

2.2. Course Curriculum (For self-prescribed courses) and Content Design

For the modules in which it is imparting training as per the Qualification Packs (QPs) / National Occupational Standards (NOSs) of National Skill Development Corporation (NSDC) and as per Self-prescribed courses under State Council for Vocational Training (SCVT) wherever they are available or as per the syllabus outlines notified by the Client before the Commencement of the training.

2.3. Training:

- a. Assignment of TOT (Training of Trainer) certified trainers to the batches.
- b. The SDCO would need to put in recommended biometric attendance system for tracking the attendance of the trainers and the trainees.
- c. Ensuring adequate coverage of the topics specific to the requirements of the module. Assessment would be based on NOSs / Qualification Packs / Self-prescribed modules wherever they are available. Where no suitable NOSs / Self-prescribed modules exist, assessment would be based on syllabus outlines notified by the Client.

- d. Training Centres must comply with the prescribed norms of BSDM.
- e. Depending on the sector, practical on-job training may be allowed. The same shall be communicated to the Second Party before the commencement of the training.
- f. The SDCO shall place a banner in front of the centre with the logo of the Client and BSDM prominently displayed as per prescribed norms
- g. The SDCO shall put the logo of the Client and key messages/taglines on all advertisement materials as per the specifications given by the Client.
- h. A candidate should have a minimum of 80% attendance to be eligible to appear for assessment.
- i. Attendance of the trainers: Trainers to remain present for 85% of the days for every batch.
- j. Repeat Enrolment:
- A candidate who had previously enrolled for training (on BSDM portal) can be enrolled again only once regardless of whether he completed/passed the previous training.
 - For passed candidates, no repeat training will be allowed until the candidate has completed one year post placement tracking / one year of cooling off period post successful completion of any training.
 - Such training could be within the same sector or in a different sector.

2.4. Trainee handbook/Books:

The SDC operator will have to mandatorily provide trainees' handbook / books / kit to all candidates.

2.5 Placement

The SDC will have to mandatorily provide detailed Placement Plan for all candidates before commencement of the training. Regarding placement, if SDC fails to provide 50% placement to trainees, appropriate action can be taken like cancellation/termination of the agreement or non-allotment of target.

ARTICLE-3

Key Terms of the Agreement

1. Process Guidelines:

The SDCO shall follow the scheme specific guidelines as notified by the Client from time to time for implementing the skill development programme. All skill development schemes (centrally sponsored or state funded will comply to BSDM cost norms. On account of the process norms, In case for any centrally sponsored scheme there is an existing guideline, the CSS guideline will override BSDM process guideline.

2. List of Sectors and Respective Courses for which target is allotted

2.1 The list of the sectors and respective courses in which target is allotted has been provided as Annexure A.

2.2 The list of courses that the SDCO shall start within its skill development centers is mentioned in Annexure A to this Agreement. The list is subject to revision based on the mutual agreement between the parties and will be executed through an addendum to this Agreement

3.

A. Performance Review:

1. The first Performance Review shall be scheduled nine months from the date of signing of the Agreement (or as deemed fit by the Client/Authority). This review shall be done so as to ascertain the performance of the TP and also to allocate targets for the next Financial Year (In case, the TP does not face de-empement due to non- performance)
2. Performance of TP shall be reviewed on the basis of (illustrative and not exhaustive parameters) achievement of training, successful assessment and placement targets. The parameters on which the review would be done are as follows (illustrative and not exhaustive parameters):
 - Achievement of Training Targets: For the calculation of achievement of training targets, No. of Candidates Trained (who successfully pass the third party assessment) and also the No. of Candidates in batches which are due for assessment (i.e., their batch end date has lapsed and the candidates qualify the minimum attendance criteria, i.e., 80%) shall be considered. The achievement percentage shall be calculated based on the targets allotted.
 - Achievement of Assessment Targets: No. of candidates successfully passed based on the number of candidates who appear for the third party assessments shall be considered.
 - Achievement of Placement Targets: No. of candidates placed based on the number of candidates who successfully pass their third party assessments shall be considered.

- The weights assigned to achievement of Training, Assessment and Placement targets may be 40, 30 and 30 respectively

The sum of the scores shall be the Composite score signifying the performance of a TP over the period of 9 months (or as decided by the Client/Authority/BSDM).

Illustration:

Particulars	Details
Training Target allotted (calculated for 9 months on a pro-rata basis or calculated as deemed fit by the client)	2000
Total Trained (Passed assessment)	800
Total Trained (Due for assessment whose batch end dates have lapsed and the candidates qualify the minimum attendance criteria)	200
Achievement (%) $\{(800+200)/2000\}$	50
Weightage (%)	40
Score; Calculated as Achievement * Weightage/100 = $\{(50*40)/100\}$	20
Total Passes Assessment	
	800
Total Appeared for Assessment	
	1800
Achievement (%) $\{800/1800\}$	
	44.4
Weightage (%)	
	30
Score; Calculated as Achievement * Weightage/100 = $\{(30*44.4)/100\}$	13.32
Total Placed	
	200
Total Trained (Passed assessment)	
	800
Achievement (%) $\{200/800\}$	
	25
Weightage (%)	
	40
Score; Calculated as Achievement * Weightage/100 = $\{(25*40)/100\}$	10

Composite Score: $20+13.32+10=43.32$

The composite score would be the basis on which target for the next Financial Year / same Financial Year shall be decided / adjusted.

13. Clause for de-empement

- Based on the score obtained as stated in Clause 12, a TP would be put in one of the four categories:

Score	Category
81 to 100	“High performance”
61 to 80	“Satisfactory Performance”
41 to 60	“Needs improvement”
<=40	“Poor”

- A TP which scores <=40 shall be treated as Poor performing and will face immediate de-empement
- A TP which scores 41 to 60 shall be treated in the category “Needs improvement”. Such TP needs to improve its performance to achieve score of 61 or above within the next 3 months or else face de – empement at the completion of 12 months from the date of signing the agreement or 31st March 2018 whichever is later.
- In the event of a de-empement as stated above, the entire PG amount shall be forfeited. Any advance that has been extended to the TP on the basis of the PG shall also be recovered.
- A TP which scores 61 to 80 shall be treated in the category “Satisfactory Performance” and shall be asked to submit a Plan on how it will move to the category of “High performance”.

ARTICLE-4

1. MUTUAL RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Client and the SDCO shall be as set forth in the Contract, in particular:

- a. The SDCO shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b. The Client shall make payments to the SDCO in accordance with the provisions of the Contract.

2. SAFETY REGULATIONS

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

3. GENERAL RULES

Smoking, drinking and any un warranted behavior by any trainer or personnel engaged by the SDCO within the entire area of the training centre and in the institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharge immediately from the training.

4. INTERPRETATION

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

5. GOVERNING LAW

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

6. JURISDICTION

The Parties to the agreement hereby submit to the jurisdiction of the Courts situated at Patna for the purpose of actions and proceedings arising out of the contract and the Courts at Patna shall have the sole jurisdiction to hear and decide such actions and proceedings.

7. SETTLEMENT OF DISPUTES

- 7.1. **Amicable settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for arbitration.
- 7.2. **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Authority and the TP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator – Principal Secretary/Secretary of the [Name of Client], Govt. of Bihar. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 7.3 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the SDCO. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 7.4 The limitation period for referring the dispute to the Arbitrator will be 30 days.

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

Signed by:

Signed by:

For and on behalf of
[Name of Client]
[Authorized Representative]

For and on behalf of
[Name of Training Partner(TP)/SDCO]
[Authorized Representative]

(Witnesses)

(Witnesses)

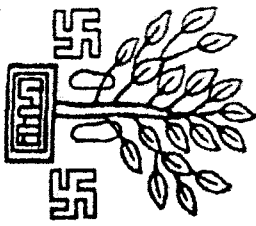
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31/07/11-1



Bihar government

Bihar State Skill Development: Process and Cost Norms

Prepared By
Bihar Skill Development Mission
Department of Labour Resources
Government of Bihar
Patna - 15



Bihar State Skill Development: Process and Cost Norms

The Bihar State Skill Development: Process and Cost Norms will be applicable for the skill development endeavours in Bihar from immediate effect. However, those Departments that are currently implementing any skill development scheme that has batches / training under progress will have to complete their trainings and mandatorily comply with the Bihar State Skill Development: Process and Cost Norms latest by 1st of January, 2017.

Skill Development Centre (SDC): All the training centres imparting skill development training under the various schemes / programs in Bihar.

Recruit – Train - Deploy (R-T-D) model projects: Projects that will have the provision of recruiting the candidates and proving the offer letters upfront and then providing Industry relevant training before actually deploying the candidates at their work location.

Proposed process norms

Sl. No.	Parameter	Proposed Process norms	Remarks
1	Target Beneficiary Age Group	For Domain Specific Skilling - Working age population – 15 – 59 Years. For Kushal Yuva Program – 15-25 Years	
2	Target Beneficiary: Minimum Qualification	For BSDM run Kushal Yuva Program, the minimum qualification shall be 10th pass and dropped out thereafter or 12th pass and dropped out thereafter. For domain skilling it will be as per the scheme guidelines or course requirement. <i>Note: Relaxation in minimum educational qualifications for some severely disadvantaged groups may be done as and when deemed required by BSDM or as directed by the State Government.</i>	
3	Funding Pattern for Departments	As per the prevalent funding pattern of each scheme	
4	Courses Available	MES / QP-NOS / BBOSE / NIOS / IGNOU / Any other course approved by BSDM	Course list shall be

Sl. No.	Parameter	Proposed Process norms	Remarks
5	Training Duration	<p>Domain Specific Skilling</p> <p>Fresh Skilling: Minimum 200 hours: As per the durations specified in the current course offering list or as required by any of the Departments or Industry.</p> <p>Courses that are less than 200 hours but are deemed as important in the context of the State for fresh skilling will be offered on a case to case basis. Also for some of these courses relevant clubbing would be done in order to increase the employment potential of the courses.</p> <p>In case of RPL, training of less than 200 hours will be allowed.</p> <p>In case of Recruit – Train - Deploy model projects the proposed duration of training can be less than 200 hours if proposed by industry / placement agencies and approved by BSDM.</p> <p>Kushal Yuva Programme – 240 Hours</p>	<p>decided by BSDM in consultation with the Departments and other stakeholders and shall be revised from time.</p> <p>Average duration across the identified courses: 450 hours to be used for per candidate calculation.</p>
6	Social Inclusion Mandates	<p>Domain Specific Skilling</p> <p>The Departments / Directorates would be required to set the category wise percentages as per their Departments / Directorates / schemes mandates.</p> <p>For the Departments / Directorates that cater to multiple strata of beneficiaries,</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
7	Placement: Definition & Mandate	<p>the following categories need to be focused in the annual physical targets</p> <ul style="list-style-type: none"> • Women • PWD • SC/ST • Minority <p>Not applicable for Kushal Yuva Programme, RPL or Recruit – Train – Deploy model projects</p> <p>Domain Specific Skilling</p> <p>Placement Definition:</p> <p>Placement to be mandatorily done in 3 months from result declaration date. Placements by definition would mean that the placed candidate has joined the offered job and is in employment for the next 3 months at least. Placements can be in the form of wage employment or self-employment.</p> <p>In case of wage employment and recognition of prior learning, candidates should be placed in jobs that provide wages at least equal to minimum wages prescribed by the State where the deployment is done post recruitment and such candidates should continue to be in jobs for a minimum period of three months, from the date of placement in the same or a higher level with the same or any other employer.</p> <p>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 and proof of additional earnings (bank statement) or any other suitable and</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
8	Post Training / Placement tracking	<p>verifiable document as prescribed by BSDM / respective Ministry or Department.</p> <p><u>Placement Mandate:</u></p> <p>All the schemes following BSDM guidelines will have to ensure a minimum of 50 % placement including self-employment. The breakup of placement percentage for wage and self-employment can be decided by the implementing department as per the nature of the course and their target group inclinations.</p> <p>In case of Recruit – Train - Deploy (R-T-D) model projects the placement % will be as agreed between the Industry partner and BSDM (Or the relevant Department) but will be at least 80%.</p> <p><u>For R-T-D model Projects</u></p> <p>Service conditions need to be intimated to the beneficiaries in advance, i.e. at the time of recruitment. The conditions need to mandatorily include the following points:</p> <ol style="list-style-type: none"> 1. Salary package 2. Working hours 3. Job locations 4. Job role 5. Other amenities <p><i>Not applicable for Kushal Yuva Programme or RPL</i></p> <p><u>For Domain Specific Skilling</u></p> <p>All candidates need to be marked as placed or unplaced on the BSDM portal in 3</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
	mandate	<p>months from result declaration date.</p> <p><u>For Placed candidates</u></p> <p>1 year of employment related tracking with the provision of uploading 6 months' payslip (in the aforementioned 1 year) or bank statements / self-declaration (To highlight increase in earnings in the case of self-employment) or self-declaration of monthly wage in case of wage employment in informal sector. Other relevant details, which will also have to be furnished on the BSDM portal, are as follows:</p> <p><u>For Wage Employment:</u></p> <ul style="list-style-type: none"> ○ Date of Placement ○ Name, Address, Sector and contact details of Employer Organization/Company ○ Employment Location (City, District, State) ○ Salary/wages ○ Role/Designation ○ Candidates current contact number ○ Declaration of data correctness from Skill Development Centre (SDC) centre operator ○ Soft copy of offer letter/contract copy / salary slip / self-declaration in case of wage employment in informal sector- uploading mandatory <p><u>For Self Employment:</u></p> <ul style="list-style-type: none"> ○ Date of Successful Completion of Training ○ Name, Address, Sector and contact details of Venture – not mandatory ○ Monthly earnings ○ Candidates current contact number 	

Sl. No.	Parameter	Proposed Process norms	Remarks
9	Assessment & Certification ✓	<p><i>Not applicable for Kushal Yuva Programme and RPL</i></p> <p>Domain Specific Skilling Assessment</p> <ul style="list-style-type: none"> • MES Courses – NCVT appointed assessment agencies • QP/NOS based courses – SSC's appointed assessment agencies • Other than MES / QP Based course – BBOSE, BSDM or any other BSDM approved organization of state / national repute. • For courses proposed under Recruit – Train – Deploy (R-T-D) model projects the assessment will be done by the Industry or BSDM or jointly by BSDM and the industry. • Government Training Providers of National or State repute might be able to do assessments of their training post approval from BSDM. • For Kushal Yuva Program integrated online assessments to be done by BSDM. <p>Certification</p> <ul style="list-style-type: none"> • MES Courses – NCVT • QP/NOS based courses – SSC's • Other than MES / QP Based course – BBOSE, BSDM or any other BSDM approved organization of state / national repute. • For Industry initiated or R-T-D model based training programmes there will 	

Sl. No.	Parameter	Proposed Process norms	Remarks
10	Empanelment of SDCs	<p>be a provision of self-certification (By the Industry Player) or joint certification (Industry Player & BSDM)</p> <ul style="list-style-type: none"> Government Training Providers of National or State repute can certify their successfully trained candidates post approval from BSDM. For Kushal Yuva Program integrated online certification to be done by BSDM. <p>For RPL</p> <ul style="list-style-type: none"> Pre assessment – By an independent third party (BSDM will decide the per candidate payment to be made against the use of testing facility / centre) Post assessment – By an independent third party (BSDM will decide the per candidate payment to be made against the use of testing facility / centre) 	
		<p>A pool of SDCs will be created by BSDM for both domain specific and Kushal Yuva trainings. In domain specific skill development, centres empaneled for certain specific sectors will be allotted to the respective departments (that cater to those specific sector)</p> <p>Centres that are empaneled for running courses that are offered by multiple departments will be allotted (in consultation with the departments) to all the concerned departments based on their respective targets.</p> <p>Departments / schemes to allocate work to SDCs from the allotted pool as per their need in consultation with BSDM. The registration shall be online and shall be periodically opened by BSDM as per requirement.</p> <p>Any SDC, even if registered for any centrally sponsored scheme run by a</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
11	SDC operator / SDC (due-diligence) empanelment	<p>department of the State government, has to be mandatorily empaneled with BSDM for running that particular scheme in the state of Bihar.</p> <p>An SDC, if registered for any central scheme run directly by the Central government, may also be required to be registered with BSDM in order to avoid duplication of center as well as the beneficiaries being trained in that center.</p> <p>SDCs already empaneled with the different departments of Government of Bihar for running any state funded / Centrally sponsored scheme has to mandatorily comply with empanelment and registration conditions of BSDM within 3 months of the notification of these norms failing which they would not be allowed to run any new batch after the completion of training of the batch ongoing as on the date of notification.</p> <p><u>For Domain Specific skilling</u></p> <ul style="list-style-type: none"> • SDCs will be empanelled for training candidates in core skills • SDC operators may also be empaneled for training in infrastructure / premises provided by the State government <p><u>For Kushal Yuva Program</u></p> <ul style="list-style-type: none"> • SDCs will be empanelled for training candidates • SDC operators for training in BSDM provided Government owned infrastructure / premises. <p><u>Kushal Yuva Programme, Domain specific skilling, RPL & R-T-D model projects</u></p> <p>A non-refundable processing fee of INR 500 (To be revised by BSDM from time to time) per SDC will be charged from all the SDC applicants against the desk</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
	processing fee	appraisal and due-diligence conducted by BSDM. However, BSDM may decide to exempt certain entities / type of centres on this account as deemed necessary.	
12	Centre Registration Fee and annual renewal fee from empaneled SDCs	<p><u>Kushal Yuva Programme, Domain specific skilling, RPL & R-T-D model Projects</u></p> <p>All empaneled SDCs will pay a centre registration fee of INR 3000. The centre registration will be renewed at the end of the financial year in case of satisfactory performance of the SDC. A renewal fee of Rs. 1500 per year shall be charged. However, the initial registration for centres from the date of opening of empanelment till 31st March, 2017 shall be up to 31st March, 2018. Thereafter it shall be only up to the end of Financial year, in which the centre is registered.</p> <p>However, BSDM may decide to exempt certain entities / type of centres on this account.</p>	
13	Course Registration Fee from empaneled SDCs	<p><u>Kushal Yuva Programme, Domain specific skilling, RPL & R-T-D model Projects</u></p> <p>All empaneled SDCs will pay a course registration fee of INR 1000 / course. The course registration fee will be renewed at the end of the year in case of satisfactory performance of the SDC. A renewal fee of Rs. 1000 per year per course shall be charged. However, the initial course registration for centres from the date of opening of registration till 31st March, 2017 shall be up to 31st March, 2018. Thereafter it shall be only up to the end of Financial year, in which the course is registered.</p> <p>However, BSDM may decide to exempt certain entities / categories of SDC on this</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
13	Portal usage fees	<p>account.</p> <p><u>In case of Kushal Yuva Programme (KYP):</u> A per course per candidate portal usage fee of INR 900 (i.e. INR 3.75 per candidate per hour for 240 hours) will be deducted from the amount payable to the SDC operators or will be charged in case of candidate paid models. This rate is applicable for FY 2016-17 only which will be revised for subsequent years.</p> <p><u>In case of the domain specific skilling (where training delivery is not through LMS):</u> A per candidate portal usage fee (against using the portal for monitoring and evaluation of the training) of INR 0.50 per candidate per course per hour will be deducted from the amount payable to the SDC operators or will be charged in case of candidate paid models. This rate is applicable for FY 2016-17 only which will be revised for subsequent years.</p> <p><u>In case of the domain specific skilling (where training delivery is through LMS):</u> A per candidate per course portal usage fee (against using the portal for monitoring and evaluation of the training and the actual training delivery) shall be decided and accordingly deducted from the amount payable to the SDC operators or will be charged in case of candidate paid models, as and when BSDM acquires the right to use such digital contents.</p> <p>In case of trainings where part of training delivery is through LMS and part is through normal classroom / workshop model, BSDM may decide the portal charges for that specific course on case to case basis.</p> <p><u>For R-T-D model Projects</u></p> <p>A per candidate portal usage fee (against using the portal for monitoring and</p>	<p>In case of domain skilling implemented through the budget of departments other than BSDM, the department shall pay the reduced amount to the SDC operator and shall pay the portal usage fee to BSDM.</p>

Sl. No.	Parameter	Proposed Process norms	Remarks
14	Refundable security deposit from candidates	<p>evaluation of the training) of INR 0.50 per candidate per hour will be deducted from the payable to the SDC operators. This rate is applicable for FY 2016-17 only which will be revised for subsequent years.</p> <p><u>In case of RPL</u></p> <p>A per candidate portal usage fee (against using the portal for monitoring and evaluation of the training) of INR 0.50 per candidate per hour will be deducted from the payable to the SDC operators. This rate is applicable for FY 2016-17 only which will be revised for subsequent years.</p> <p><u>Domain specific skilling</u></p> <p>10% of the total training fee (as paid to the SDC) per learner (to be paid to BSDM through the SDC operator) up to a max of INR 1000 will be taken as refundable security deposit from candidates.</p> <p><u>Exemption on this account</u> may be provided for severely disadvantaged groups such as:</p> <ul style="list-style-type: none"> • Beggars and their dependents • Leprosy cured and their dependents • Construction workers • HIV patients and their dependents • Jail inmates • School Children currently enrolled and pursuing formal education. <p>Note: The list of applicable categories for the exemption may be revised as and when deemed required by BSDM or as directed by the State Government.</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
15	Training of Trainers on pedagogy training	<p><u>Kushal Yuva Programme:</u></p> <ol style="list-style-type: none"> 1. INR 1000 will be taken as refundable security deposit (to be paid to BSDM through the SDC operator) from those candidates who are not covered under Self-Help allowance (SHA) programme. 2. For those youth of age group 20-25 who have opted for and have been approved for grant of self-help allowance (SHA), the last 5 months payment of payable SHA shall be released to them only after they successfully complete the Kushal Yuva Training Programme. <p>The refundable security deposit will be returned to the candidates who successfully complete the training i.e. are certified (passed) for the training undertaken.</p> <p><u>R-T-D:</u></p> <p>INR 1000 will be taken as refundable security deposit (to be paid to BSDM through the SDC operator / industry / placement agency) from candidates.</p> <p><i>Not applicable for RPL unless decided otherwise by BSDM.</i></p> <p><u>Kushal Yuva Programme, Domain specific skilling & RPL</u></p> <ul style="list-style-type: none"> • The Training of Trainer (TOT) Agencies will be empaneled by BSDM and will be allocated districts / sectors for conducting the trainer trainings. • The ToT agency will be responsible to conduct training of trainers except under the Kushal Yuva programme. • The SDC operators will be responsible for arranging the commute of all trainers to the ToT centre. • The SDC operator will bear the ToT charges for its trainer as decided by 	

Sl. No.	Parameter	Proposed Process norms	Remarks
		<p>BSDM.</p> <p>Not applicable for R-T-D model Projects unless decided otherwise by BSDM.</p>	
16	Release of Funds	<p>For Domain specific skilling</p> <ul style="list-style-type: none"> • 30% of the training fee – On completion of 1/3rd of the duration of the course or 1 month whichever is later for all the candidates with attendance equal to at least 80% against the covered duration of the course (in hours). • 50% of the training fee – On passing the final assessment by the BSDM authorized assessment & certification agency – for the passed candidates only, post adjustment of the 30% (paid earlier) for candidates who did not pass the assessment. • 10% of the training fee – For all the certified candidates after a minimum of 50% of the batch has been placed. • 10% of the training fee - This amount will be paid post the 12 month tracking completion and compliance. <p>For Kushal Yuva Programme</p> <ul style="list-style-type: none"> • 30% of the training fee – On completion of 1/3rd of the duration of the course or 1 month whichever is later, for all the candidates with attendance equal to 1/3rd of the duration of the course. • 30% of the training fee – On completion of 2/3rd of the duration of the course or 2 months whichever is later, for all the candidates with attendance equal to 2/3rd of the duration of the course. • 40% of the training fee - Post final assessment and certification for all the passed and certified candidates. <p>For R-T-D model Projects</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
✓		<p>30% of the training fee as advance – Against a 110% BG at batch commencement for the entire batch size.</p> <p>If advance is not taken</p> <ul style="list-style-type: none"> • 30% of the training fee – On completion of 1/3rd of the duration of the course or 1 month whichever is later for all the candidates with attendance equal to at least 80% against the covered duration of the course (in hours). • 40% of the training fee – On passing the final assessment by the BSDM authorized assessment & certification agency – for the passed candidates only post adjustment of the 30% (paid earlier either as advance or post completion of 1/3rd of the training duration) for candidates who did not pass the assessment. • 10% of the training fee – For all the certified candidates after a minimum of 80% of the batch has been placed. • 20% of the training fee – For all the certified candidates this amount will be paid post the 12 month tracking completion and compliance. <p><u>For Recognition of Prior Learning</u></p> <p>Pre-assessment cost to be given to assessment agency & training partner (for utilization of assessment infrastructure) – at a rate decided by BSDM.</p> <p><u>For Bridge training</u></p> <ul style="list-style-type: none"> • 40% of the training fee – On completion of 1/3rd of the duration of the course or 15 days (Or as decided by BSDM) whichever is later for all the candidates with attendance equal to at least 80% against the covered duration of the course (in hours). • 60% of the training fee – Post bridge training & certification – for the 	

Sl. No.	Parameter	Proposed Process norms	Remarks
17	Training Calendar	<p>candidates certified post the bridge training.</p> <p>Note:</p> <p>All the invoices of instalments shall be raised through the system and the payment has to be made within 30 days of the raising of invoice. In case, the payment is not made within 30 days of raising the invoice and no further information is required from the SDC, the disbursing department / organization shall be liable to pay simple interest on the due payment at a rate of 0.5 % per month till the time actual payment is made.</p> <p>Kushal Yuva Programme, Domain specific skilling, RPL & Recruit -- Train -- Deploy (R-T-D) projects</p> <p>Any training batch will be able to start on 1st of the Month or 15th of the month. In case any of these dates is a holiday the common batch starting date applicable will be the next working day.</p>	
18	Batch Size	<p>Domain Specific skilling</p> <p>Min 20 candidates per batch - Max 40 candidates per batch except for CSS that specify minimum batch size.</p> <p>Kushal Yuva Programme:</p> <p>Min 20 candidates per batch – Max 30 candidates per batch</p> <p>Recognition of Prior Learning</p> <p>No minimum batch size</p>	

Sl. No.	Parameter	Proposed Process norms	Remarks
		R-T-D model projects Min 20 candidates per batch <i>Note: For any specific category of beneficiaries exemption may be given by BSDM.</i>	
19	Provision of Tool Kit or any other teaching aid	The Departments may give tool kits (course specific) / training aids as deemed relevant by them apart from the currently approved provisions under process and cost norms.	

Cost Norms

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
1	Training Cost	Domain specific skilling <ul style="list-style-type: none"> Category 1: INR 40.4 per candidate per course per hour Category 2: INR 34.7 per candidate per course per hour Category 3: INR 28.9 per candidate per course per hour <p>The above costs are applicable for FY 2016 -17</p> <p>The training cost will increase by 5-10% as deemed fit by BSDM every Financial year coming in effect from 1st of April of the</p>	Average training cost for Domain specific skills: INR 34.9 per candidate per course per hour Training cost for Kushal Yuva Program: INR 34.7 per candidate per hour	1. The cost given in this serial under column 3 is the total cost payable. However, the reduced training cost (on account of portal usage fee) to be paid by the respective Departments to the SDCs / SDC operators. 2. The portal usage fee as specified in serial number 13 of process norms is to

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
		<p>subsequent years or as notified by BSDM.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The course categorization details can be seen in Annexure 1 2. For cases where the premises / building is provided by Government, a monthly rent as per the prevalent circle rates will be charged from the SDC operator using the allotted infrastructure. <p><u>2.1 Under KYP</u></p> <p>BSDM shall provide the space (BSDC) to Organisations on a rental basis. The monthly rental would be as below.</p> <p>BSDC in Category A blocks – INR 2400 per month.</p> <p>BSDC in Category B blocks – INR 2000 per month.</p> <p>BSDC in Category C blocks – INR 1600 per month.</p> <p>BSDC in Category D blocks – INR 1200 per month.</p> <p>Note: BSDM shall deduct a portion of the Training fee towards rent. An annual increment in the rent subject to a maximum of 10% may be levied as will be decided by BSDM as appropriate.</p> <p>2.2 For other government premises</p>		<p>be paid by the respective Departments to BSDM.</p> <p>For Example of cases under point 2:</p> <p>Case 1: Under Domain specific skilling where training delivery is through the LMS and the portal is also being used for monitoring, process tracking etc.:</p> <p>For the course "Domestic IT Helpdesk attendant" which is a QP/NOS based course of duration 400 Hours and is mapped in the cost category 2 i.e INR 34.7 per candidate per hour</p> <ul style="list-style-type: none"> • The respective departments will pay the per hour per candidate training fee to the SDC as INR 34.7 – per hour per candidate deduction (as decided and notified

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
		<p>provided under domain skilling, the rates shall be decided by the respective departments owning the premises.</p> <p>3. For Recruit – Train – Deploy (R-T-D) model projects the courses proposed by the Industry if not in the existing course offering list will be categorized as per the above 3 categories based on their capital intensiveness and their likeness to the existing course categorization.</p> <p><u>Kushal Yuva Program</u>: INR 34.7 per candidate per hour</p>		<p>by BSDM)</p> <ul style="list-style-type: none"> • The amount deducted as portal usage fee from the SDC training fee amount will then be paid by the respective departments to BSDM. <ul style="list-style-type: none"> ◦ Amount calculation of per candidate Portal usage fee to be paid to BSDM by respective department: Per hour per candidate deduction (as decided and notified by BSDM) * Total course duration <p><u>Case 2</u>: Under Domain specific skilling where training delivery is not through the LMS and the portal is only being used for monitoring, process tracking etc.:</p> <p>For the course "Dairy</p>

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
		✓		<p>Productis Processor" which is a QP/NOS based course of duration 240 Hours and is mapped in the cost category 1 i.e INR 40.4 per candidate per hour</p> <ul style="list-style-type: none"> • The respective departments will pay the per hour per candidate training fee to the SDC as INR 40.4 – INR 0.5 = INR 39.9 per hour per candidate • The amount deducted as portal usage fee from the SDC training fee amount will then be paid by the respective departments to BSDM. <ul style="list-style-type: none"> ○ Amount calculation of per candidate Portal usage fee to be paid to BSDM by respective department: INR 0.5 * 240 = INR 120

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
2	Uniform	No provision for uniform cost for schemes following BSDM guidelines except for schemes / Department's where it is mandatory as in the case of Health, Security etc. related training – All such exceptions need to be clearly stated. The required dress specification needs to be stated. However, for the purpose of branding, BSDM may decide to provide certain set of wearables displaying its logo to all or certain categories of the candidates undergoing training programmes.		3. In the Kushal Yuva Programme BSDM will deduct the portal usage fee (which is currently INR 3.75 per candidate per hour) and pay INR 30.95 per candidate per hour to the SDC.
3	Boarding and Lodging	Applicable where residential training is being conducted <i>Note: A minimum training duration of 8 hours per day will be assumed for calculation of total number of days for which boarding and lodging amount will be provided.</i>	Approx. Average Boarding & Lodging cost: INR 200	To be paid by the respective Departments to the SDCs / SDC operators

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
4.	Stipend	<p>residential training subject to maximum per trainee per day as per table below:</p> <ul style="list-style-type: none"> Rs. 250/- per day per trainee in Patna municipal corporation limits. Rs. 200/- per day per trainee in other municipal corporations / municipal board limits. Rs. 175/- per day per trainee in all other areas including nagar panchayats <p>Domain Specific Skilling (including the R-T-D model projects)</p> <p>No provision for stipend for schemes following BSDM guidelines except for severely disadvantaged groups.</p> <ul style="list-style-type: none"> Beggars – INR 100 / day Leprosy cured and their dependents – INR 30 / day subject to maximum of INR 800 / month Construction workers registered with BoCW board – As per unskilled construction labourers minimum daily wage rate prescribed by the State Government i.e. currently – INR 206 / day HIV / AIDS patients – INR 30 / day 	<p>Average Stipend for Domain specific fresh skilling: INR 91.5 per day</p> <p>Wage Loss compensation under RPL: INR 35 / hour</p>	<p>To be paid by the respective Departments directly to the candidates through their bank accounts</p>

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
5	Food and To & Fro charges	<p>subject to maximum of INR 800 / month</p> <p>Note:</p> <ol style="list-style-type: none"> 1. A minimum training duration of 8 hours per day will be assumed for calculation of total number of days for which stipend amount will be provided. 2. Any candidate who is availing the self-help allowance will not be eligible for the stipend even if he falls under any of the above severely disadvantaged groups. 3. The list of applicable categories and the respective rates for the provision of stipend may be revised as and when deemed required by BSDM or as and when directed by the State Government. <p><u>Recognition of Prior Learning</u></p> <ul style="list-style-type: none"> • To compensate for wage loss – INR 35 / hour <p>✓ Not applicable for Kusthal Yuva Programme</p>		Not provisioned

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
6	One time Transportation cost	<u>Applicable where residential training is being conducted</u> In case of residential training one time transportation charges will be provided at actuals (To be paid directly to the candidates through their bank account) subject to a maximum amount of INR 1000.	INR 1000	To be paid by the respective Departments directly to the candidates through their bank accounts
7	Career Progression (for every candidate who gets Rs 15,000 per month and holds the job for at least 3 consecutive months within the 1 year tracking period)	<u>Domain Specific Skilling (including the R-T-D model projects)</u> @INR 5000 Note: Applicable for candidates with wage employment. This component will be paid for all the candidates who receive a salary of INR 15000 for at least 3 consecutive months within the 1 year tracking period. Not applicable for Kushal Yuva Programme and RPL	INR 5000	1. To be paid by the respective Departments to the SDCs / SDC operators 2. This component will be paid for all the candidates who receive a salary of INR 15000 for at least 3 consecutive months within the 1 year tracking period. The TP will raise the invoice for all such candidates along with the last invoice linked with 1 year tracking.
8	Counselling support including	<u>Domain Specific Skilling (including the R-T-D model projects) where overseas placements</u>	INR 10000	To be paid by the respective Departments to

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
9	medical check-up for candidates placed in Foreign countries	<p><u>are happening</u> @INR 10000</p> <p>Note: Applicable for candidates with wage employment. The invoice for this amount will be raised for the candidates who have got overseas deployment and have completed at least 3 months in the job post deployment.</p> <p><i>Not applicable for Kushal Yuva Programme and RPL</i></p> <p>Domain Specific Skilling</p> <p>If the batch wage employment placement rate is 70 to 85 % placement incentive will be – INR 3000 for all the certified candidates who are placed in wage employment.</p> <p>If the batch wage employment placement rate is more than 85 % placement incentive will be – INR 5000 for all the certified candidates who are placed in wage employment.</p> <p><u>R-T-D model projects</u></p> <p>If the batch placement rate is 80 to 85 % placement incentive will be – INR 3000 for all the certified candidates who are deployed and</p>	Average placement incentive – INR 4000	To be paid by the respective Departments to the SDCs / SDC operators

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
10	<p>Post-placement support (PPS) for Special Areas/Groups for wage employment</p> <p>Special Areas in context of Bihar: Left Wing Extremists (LWE) as per the Home Ministry notification.</p> <p>Special Groups: Would comprise</p>	<p>continue in the job for at least 3 months.</p> <p>If the batch placement rate is more than 85 % placement incentive will be – INR 5000 for all the certified candidates who are deployed and continue in the job for at least 3 months.</p> <p>Note: The R-T-D model will be for wage employment only.</p> <p><i>Not applicable for Kushal Yuva Programme and RPL</i></p> <p>Domain Specific Skilling (including the R-T-D model projects)</p> <p>In order to enable the newly skilled persons from Special Areas/Groups to settle into their new jobs/vocations under wage employment, post placement support would be provided directly to the candidate at the rate of Rs 1500/- per month for the following durations:</p> <ul style="list-style-type: none"> o Placement within District of domicile – 1 month for Men, 2 months for Women o Placement outside District of domicile – 2 month for Men, 3 months for Women 	Average PPS: INR 3000	To be paid by the respective Departments directly to the candidates through their bank accounts

Sl. No.	Parameter	Proposed Cost Norms	Average Amount for the proposed norm	Remarks
11	Assessment & Certification cost of Women, PWD candidates	<p>Not applicable for Kushal Yuva Programme and RPL</p> <p>Domain Specific Skilling (including the R-T-D model projects)</p> <p>For MES courses – INR 800/- or INR 1000/- or INR 1200/- per assessment as per the prevalent course assessment rate</p> <p>For QP/NOS courses – INR 600- 1500 as per the prevalent course / SSC assessment rate</p> <p>For Non-MES and Non-QP based courses the assessment fee payable will be INR 800 to be revised from time to time by BSDM.</p> <p>Recognition of Prior Learning</p> <p>Pre-Assessment: On actuals in the range of INR 600 to INR 1500 as proposed by Industry player</p> <p>Post-Assessment: On actuals in the range of INR 600 to INR 1500 as proposed by Industry player</p> <p>For Kushal Yuva Programme</p> <p><i>The rate for the integrated online assessment will be as per the agreement with the knowledge framework provider.</i></p>	Approx. average cost INR 1000 per assessment	To be paid by the respective Departments directly to the assessment agency

