



REVISED EMPANELMENT PROCESS DOCUMENT FOR RTD SCHEME



APRIL 24, 2025
BIHAR SKILL DEVELOPMENT MISSION
BIHAR

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Department of Labour Resources, Government of Bihar
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Notice Inviting Proposals for Empanelment under RTD Scheme
(A Continuous Empanelment Process unless withdrawn)

Notice No: BSDM/RFP/12/2018 (Letter No. BSDM/RFP-11/2018-318)

Date- 16.03.2018

Principal Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals from reputed and experienced eligible organizations (Industries/ Employers/ HR-Placement Agency/Training Partners/Start-ups/Industry Associations/Government Training Providers) for empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model.

A Brief on Recruit – Train - Deploy (R-T-D) model projects:

Projects that will have the provision of recruiting the candidates and providing the conditional offer letter upfront and then providing Industry/Employer relevant training before actually deploying the candidates at their work location by issuing formal offer letter.

The initial offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities by the candidate and incorporating required changes, if any. For the specific purpose of RTD model, Employment will mean wage employment only unless otherwise stated or allowed by BSDM for specific and unique kinds of projects (for ex. Entrepreneurship).

Please note that initial offer letter will be conditional as this will be subject to completion of training and passing of final assessment. However, following changes/deviation may be allowed in the conditional offer at the time of issuance of formal offer letter:

1. Better employment opportunity is offered to the candidate in terms of preferred location (like home state or other), increase in remuneration, better industry, job environment, facilities etc.
2. Change in initial/conditional offer letter will be subject to acceptance of new offer by the candidate.
3. The organization must seek approval of BSDM on deviations in initial/conditional offer letter, with acceptance letter on new offer given by the candidate/s before their joining.
4. However, if candidate/s persist to join against the initial offer only, the same will have to be mandatorily arranged/facilitated by the organization.

Also, in case of unforeseen circumstances or events of force majeure, deviation from initial/conditional offer letters may be allowed subject to immediate notice of the existence of such conditions to the Bihar Skill Development Mission by an authorized person of the RTD Partner and only on the specific permission from CEO, BSDM.

The underlying objective is to provide such skill training which meets the specific job requirements of industries/organizations having demand for skilled manpower for their business operations in India or overseas.

BSDM through this special initiative intends to provide such training to people of Bihar which will open up avenues for their instant employment in India or Overseas.

The Training will have to be imparted in QP courses either prescribed by Sector Skill Councils (SSCs) or any other course/s (customized course/s that will suit the specific needs of employing organizations) that may be proposed by the applicant and approved by BSDM.

Thus, a distinguishing feature of this model is that candidates are screened first and offered job and only on their acceptance and readiness for all the terms and conditions of the offered job and location, they are provided necessary customized training, the successful completion of which guarantees them the promised placement. Another distinguished feature includes flexibility of course content, duration of training and assessment and certification by the applicant organization.

BSDM is proposing four types of Associations under RTD model. 1. Industry Led (Type A Association) 2. HR/Placement Agency Led (Type B Association) 3. Training Partner Led (Type C Association) and 4. Special Projects (Type D). The proposal has to be submitted for one type of association only.

The Proposal must be prepared in the prescribed format along with all annexures and credentials and has to be submitted to:- “Bihar Skill Development Mission, Department of Labour Resources, Government of Bihar, A-wing, Niyogan Bhawan, 5th floor, Bailey Road Patna – 800001” by hand/ through courier / through speed post.

Deficient, incomplete and unsound proposals will be summarily rejected and without any liability to inform so or otherwise to the applicant of the insufficiency/deficiency or rejection. If the proposal passes through initial evaluation, the applicant will be called for a presentation on a date and time intimated subsequently.

The Proposal must be hard bound and must be submitted in a sealed envelope super scribed with “**Proposal for Empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model**”.

BSDM may introduce the **Online Applicant Registration Process** through which the applicant will be able to submit their application online without any requirement to submit hard copy of the application.

The application procedure, checklist of mandatory documents, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in the scheme document which can be seen or downloaded from the “Tender Section” of our **website: <https://www.skillmissionbihar.org>**

The undersigned reserves the right to issue addendum/corrigendum/modification in this notice or in the scheme document or to accept or reject any proposal without assigning any reason thereof. Also, the CEO, BSDM will have the exclusive right to relax or to make stringent or to insert or delete or modify any provision of the RTD scheme document either generally or specifically and irrespective of stages of the proposal i.e. even at execution or post execution stages. **BSDM may reserve the right to ask for any additional or deficient information/documents/Evidence at any point of time after submission of proposal by the Applying organization to BSDM.**

This notice does not commit BSDM to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of contract or for preparing the proposal against this notice. Kindly note that the selection of agencies under this initiative will not guarantee allocation of work/training target etc. and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

The provisions of this updated scheme will also apply to all the existing partners implementing RTD scheme. In case of inconsistency, if any, between the provisions of this updated scheme and the erstwhile RTD scheme, the provision of this updated scheme will prevail.

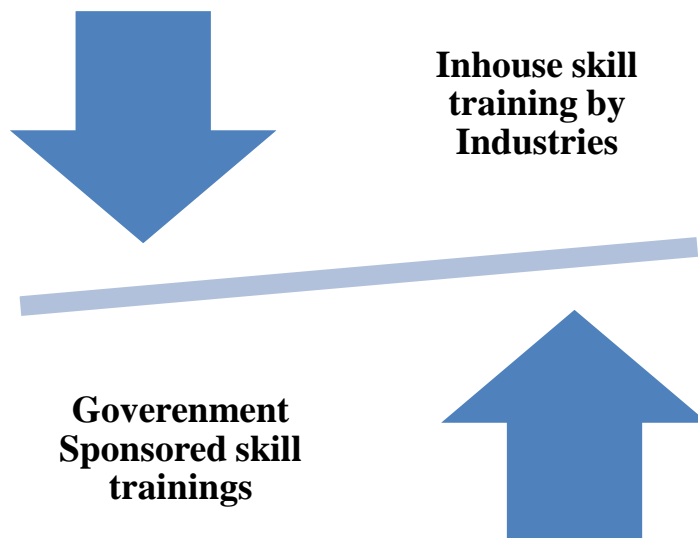
Principal Secretary,
Department of Labour Resources, Govt of Bihar,
-cum- Chief Executive Officer, BSDM.

Recruit-Train- Deploy (RTD) Model (Scheme Document)
(A Continuous Empanelment Process unless withdrawn)

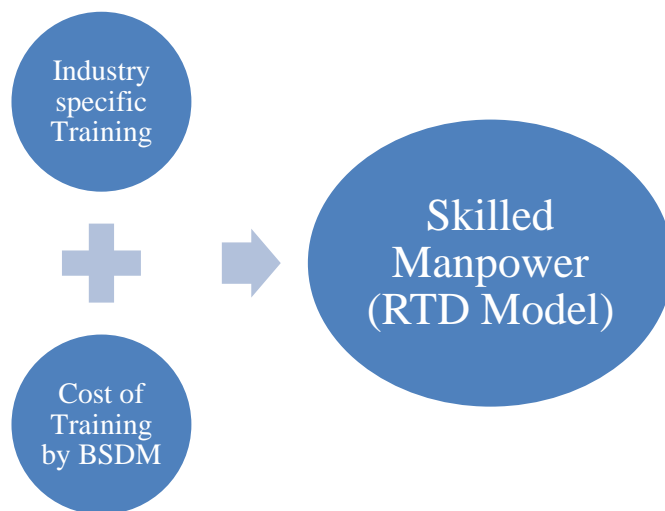
Through strategic partnerships, innovative programs, and targeted interventions, BSDM has been instrumental in bridging the gap between traditional education and industry requirements, thus fostering a conducive environment for skill acquisition and economic growth. As, Bihar continues to prioritize skill development as a cornerstone of its developmental agenda, the role of BSDM stands as a beacon of progress, catalysing positive change and fostering a skilled workforce poised to meet the challenges of the 21st century.

Various training initiatives across skill development programs are being conducted to make youth of Bihar employment ready. Skill training is imparted with a view that post training this skilled worked force will be immediately absorbed by manufacture or service sector industries. However, it was observed that most of these industries/employers again impart in house skill training to these candidates as per their specific job requirement and unique processes, even though they are trained in NSQF Courses. This issue was raised by many industries and industry associations in the stakeholder meeting conducted time to time by Bihar Skill Development Mission.

Thus, many times the same candidate goes through the training twice, once funded by Government and again funded by Industries/employers for their specific needs. This is thus resulting in repetitive / redundant skill training resulting in duplication of training cost, time, and effort.



BSDM thus proposed for merging of these two different trainings into one, and while the training will be imparted by industries/employers or for the industries/employers as per their norms, the cost of training will be borne by BSDM. BSDM launched this convergence concept under its initiative - Recruit-Train-Deploy (RTD) model.



Recruit-Train-Deploy (RTD) model is a first of its kind initiative that aims to address the Bihar skill development vision constituent of “dynamic and demand-based system planning” and assist in Bihar’s pursuit of an effective and efficient skill ecosystem.

It was felt that flexibility in terms of empanelment processes, consortium need, location of training center, course offerings, placement linkages etc. is needed to fully achieve the vision of the employment linked skill training program under RTD Model. Thus, BSDM proposed a modified process of empanelment under RTD model after consultation with stakeholder viz. industries/ employers, HR/Placement Agencies and Training Providers.

BSDM is thus proposing the continuous empanelment process of organizations and invites proposals from reputed and experienced eligible organizations {Industries/ employers/ HR-Placement Agency/ Training Partners/ Special Projects/ Industry Associations or Government Training Providers (i.e., A Government Undertaking)} for empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model. The proposal has to be submitted, and selection will be made as per eligibility criteria, evaluation methodology/process and terms and conditions as mentioned in this scheme document.

The salient features and flexibility offered under RTD model is below:

- Switching from EOI/RFP selection processes to continuous engagement of Industry/Stakeholders.
- Continuous and online empanelment of new centers.
- Flexibility to design and propose skilling courses by Industries/Stakeholders. (e.g., Course Curriculum, Course duration etc.)
- Flexibility in proposing equipment norms and infrastructure norms by Industries/Stakeholders.
- Assessment and Certification can be done by the organization itself.
- Any candidate of Bihar domicile in the age group of 15 to 45 years will be eligible.

RTD scheme- Continuous Empanelment Process (unless withdrawn):

Recruit – Train - Deploy (R-T-D) model projects:

Projects that will have the provision of recruiting the candidates and providing the conditional offer letters upfront and then providing industry relevant training before actually deploying the candidates at their work location.

The offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities by the candidate.

BSDM is proposing four types of Associations under RTD model. 1. Industry Led (Type A Association) 2. HR/Placement Agency Led (Type B Association) 3. Training Partner Led (Type C Association) and 4. Special Projects. An organization can submit the proposal for one type of association only.

Conditions for Consortium

1. Only for the Industry led association (Type A association) and HR/Placement agency led association, consortium will be allowed.
2. For the above two types of proposed associations, a consortium of maximum three organizations, meeting the requirements stipulated by BSDM, may submit a proposal signed and submitted only by the Lead Partner.
3. The eligibility criteria have to be satisfied by the lead partner only, unless specified otherwise.
4. The consortium agreement have to be executed before the submission of proposal. The composition or the constitution of the consortium shall not be altered without the prior consent of BSDM.
5. The scope of work for the Lead Partner & the consortium partner should be very specifically mentioned in the submitted proposal/consortium agreement.
6. For the purpose of implementation, the Lead Partner shall be the single point of contact for the BSDM, shall have the overall responsibility of the management of the assignment and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and will be primarily responsible for obligations under the proposed association.
7. All instructions/communications from BSDM to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
8. A Non-Indian Firm is permitted to participate only in a consortium arrangement with any other Indian Firm subject to fulfilment of all statutory requirements. However, the lead partner of the consortium must be an entity registered in India.

Selection Process: Submission of a Complete Proposal, Evaluation and Presentation:

1. The applicant has to submit a complete proposal (fulfilling the documentary requirements) before the BSDM.
2. The Proposal must be prepared in the prescribed format along with all annexures & credentials and has to be submitted to:- **“BSDM, Department of Labour Resources, Govt. of Bihar, A-wing, Niyojan Bhawan, 5th floor, Bailey Road Patna – 800001”** by hand/ through courier / through speed post.
3. **No proposal proposing earning/salary less than Rs. 15000/- (CTC) per month will be accepted and outrightly rejected.**
4. Deficient, incomplete and unsound proposals will be summarily rejected and without any liability of BSDM to inform so or otherwise to the applicant of the insufficiency/deficiency or rejection. If the proposal passes through initial evaluation, the applicant will be called for a presentation on a date and time intimated subsequently.
5. The Proposal must be hard bound and must be submitted in a sealed envelope super scribed with **“Proposal for Empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model”**.
6. The proposal should consist of all the documents as required under the Eligibility Criteria of the proposed type of association and mentioned in the checklist at
7. BSDM would follow a three-step evaluation process as illustrated below:
 - Screening of mandatory documents as per the checklist
 - Proposal Evaluation
 - Technical Presentation
8. **Gap Documents:** While evaluating the proposal, BSDM may intimate the applicant organization of deficiency/gap documents not submitted with the proposal. Applicant should resubmit the gap documents through both Email and Hard Copy submission (on the same address).
 - The resubmission should be made within 7 days through email & the hard copy of gap documents should reach BSDM with 10 days of receipt of email sent by BSDM.
 - For Email: The Applicant Organization should reply on the same trail mail with soft copy as attachment.
 - For Hard copy: The Applicant Organization should submit with all the gap documents in a hard bound form with indexing at the top to **“BSDM, Department of Labour Resources, Govt. of Bihar, A-wing, Niyojan Bhawan, 5th floor, Bailey Road Patna – 800001”** by hand/ through courier / through speed post.
 - The resubmission must be hard bound and must be submitted in a sealed envelope super scribed with **“Submission of Gap documents for proposal for Empanelment with BSDM under Recruit-Train-Deploy (RTD) model”**.
 - If the agency will fail in above, BSDM will not evaluate the proposal any further and the application will be rejected.
9. The syllabus, duration and course curriculum for courses (job role) in which training will be imparted will have to be proposed to BSDM in the proposal.

10. In case of customized courses, the course material must have to be approved by at least one of the prospective employer. The decision of BSDM with respect to approval of course will be final.
(In case of captive Employer (100% captive employment), the curriculum needs to be vetted by the employer itself)
11. The RTD evaluation committee will then submit its evaluation report to CEO BSDM for a final decision. The applicant will then be communicated of BSDM decision on their submitted proposal through the email. If approved, then applicant will have to come for a physical presentation to be held in the chairmanship of CEO, BSDM. The organization must ensure that the presentation covers following points:
 - Rationale for choosing the sectors and the Job roles.
 - Annual Action plan for target achievement
 - Mobilization & counselling plan
 - Rationale for selection of districts
 - Placement plan and LOI with the organization (breakup of remuneration, other perquisites etc.)
 - Job role wise career progression plan with approximate remuneration at various levels
12. Efforts will be made to complete the evaluation process within 02 months of proposal submission/re-submission.
13. The AO whose proposal got rejected may be communicated through email with reasons for rejection. The AO can apply fresh proposal and submit to BSDM.
- 14. Each organization will have a maximum 2 chance to apply under RTD within a duration of 12 months. (To be calculated from the date of submission of 1st proposal)**
15. Submission of Performance Guarantee, MoU with BSDM and Target allocation

The BSDM will make communication with the selected RTD partner mentioning total annual target, job roles, districts and number of centers in the form of letter of award (LOA). The RTD partner will submit a performance guarantee of Rs. 50,000/- per training center in the form of demand draft to the BSDM and execute MoU within 30 days of such communication by the BSDM failing which LOA may be cancelled by the BSDM.

The empanelled RTD partner is then expected to commence the work within ten days of signing of the MoU. Commencement of work shall mean:

- Mobilization of manpower for setting up training centres in the districts in which the RTD Partner has been empanelled.
- Submission of mobilization plan for the districts for which the RTD Partner has been empanelled.
- Details of Manpower to be deployed (Centre wise)
- Simultaneous on boarding of center(s) on BSDM portal and batch commencement at the earliest (not more than 1 month from signing of MoU). If the partner fails to start the training in stipulated time, BSDM may decide to terminate the project if the partner fails to justify the reason for not being able to start the training as per the timelines.

The said Performance Guarantee shall be released after 12 months of satisfactory completion/execution of the training and placement and expiration of the MoU for which

the RTD Partner is empanelled. The performance guarantee may get forfeited in any of the following case:

- Any fraudulent practices by the empaneled RTD partner.
- Violation of conditions agreed as per the MoU/agreement signed between the BSDM and RTD Partner or other applicable norms of BSDM.
- In case the partner fails to achieve at least 50% of proposed enrolment target for 1 year
- In case of not achieving the placement mandate of the successful trained candidates.
- Any financial irregularities/fraudulent activities that may have affected the project.

16. Post Selection and execution of MoU, applicant will be allowed to start the online SDC registration process and will be provided the log in ID and password for initiation of SDC registration process.

- The successful applicant has to register each training centre as a Skill Development Center (SDC) on the web portal of BSDM (www.skillmissionbihar.org) by following due online registration processes and terms and conditions. The BSDM portal will also cover the entire value chain of skill development implementation from registration of candidates, monitoring, evaluation of training to tracking along with SDC registration, payment management etc.

17. An approved organization has to submit additional/new proposal every time they seek to open a new centre/s in districts (other than the allocated districts) or to add a new course/s and has to get approval from BSDM.

Industry Led (Type A Association):

The ultimate goal under this RTD initiative is to build skilled work force to cater the specific job requirements of a particular industry. The industry/ employers/organizations can directly partner with BSDM or through a consortium with HR/Placement agency or through consortium with training partners (which may also be their sister concerns dealing with training) and can build skilled work force as per their specific domain/sector need.

This industry focussed scheme will ensure reduction in training cost for the industry, as this will be borne by BSDM.

Location of Training Centre (Industry Led) and Cap on Number of Training Centers:

BSDM will allow such industry partner to use its facilities (for e.g. Manufacturing sites, processing points/plants, service centres/ retail malls etc.) or factories or any other suitable space to open a RTD-Skill Development Center (RTD-SDC) which can be anywhere in India.

- If an industry directly associates with BSDM or through a consortium (lead partner must be the industry), they can open their RTD-SDC anywhere in India. There will be no cap on the number of training centers opened under Industry led association.
- However, it will be preferred to establish the training centre in the industry owned premises as it will bring them flexibility to use their existing infrastructure, and candidates can also get an opportunity for training on real industry set up.

Eligibility Criteria: Industry Led (Type A Association):

| SN | Criteria's | Proof required to be submitted. |
|----|---|--|
| 1 | <p>The applicant must either be the industry (manufacturing or service sector) itself or its sister concern/ group organization.</p> <p>The main industry/main company of the group must be a Company or LLP incorporated under Companies Act/LLP Act. The sister concern/ group organization may be a company/LLP/ Society or Trust.</p> <p>(In case of consortium the lead partner has to satisfy this criterion.)</p> | <ol style="list-style-type: none">1. Copy of certificate of Incorporation/Registration/ Society Registration Certificate/Trust Deed as applicable.2. PAN3. GSTIN certificate <p>If the sister organization is participating, the website of the main industry/main company of the group, must show the name of sister concern as a group organization or initiative and this information must be in public domain.</p> <p>Also, the main industry/main company of the group, must execute consortium agreement with the sister organization to execute this project through its sister organization.</p> |
| 2 | <p>The Applicant must be in operation since last one year.</p> <p>(In case of consortium the lead partner has to satisfy this criterion.)</p> | Incorporation Document |

| SN | Criteria's | Proof required to be submitted. |
|----|---|---|
| 3 | <p>Average Annual Turn-Over of Rs. 50 Crore in last three/two financial years Or A Turn-Over of Rs. 50 Crore in last financial Year.</p> <p>(This should be of the main industry/main company of the group only)</p> | <ol style="list-style-type: none"> 1. Audited profit & Loss statement and Balance sheet for all the Financial Year. 2. CA Certificate (as per the Annexure-VI) <p>(Both the Audited statements and CA certificate are mandatory)</p> |
| 4 | <p>There must be a minimum 200 employees on payroll of the main industry/main company of the group as on the date of preparation of proposal.</p> | <p>A CA certificate evidencing number of employees on pay roll of the main industry/main company of the group.</p> |
| 5 | <p>For the Type A association (Industry Led), out of the minimum 80% to be placed, at least 20% should be mandatorily placed within the lead/subsidiaries industry and rest 60% may be placed at any other organization in the same sector.</p> | <ol style="list-style-type: none"> 1. For Placements within lead/subsidiaries organizations <ul style="list-style-type: none"> • A self-declaration by the main industry/main company of the group on its letter head with details as per Annexure-VIII 2. For Placements Outside of lead/group organizations <ul style="list-style-type: none"> • Organization wise Letter of Intent (as per Annexure-IX) is to be submitted |

HR/Placement Agency Led (Type B Association)

BSDM under this initiative wants to associate with such HR/Placement Agency of repute which can after imparting specific skill training to the candidates provide guaranteed employment to them.

The HR/Placement agency has to compulsorily come up with firm agreement/s with an industry partner/s or employers, for whose requirement the training is being conducted in specific domain and course approved by such industry partners/employers.

There will be a flexibility in terms of adding of industry partners/employers as and when the need arises subject to ensuring placement.

That HR/Placement agency which don't have training experience will also have the choice of entering into a consortium with a training partner to enter into such association along with an industry commitment.

Location of Training Centre (HR/Placement Agency Led) and Cap on Number of Training Centers:

HR/Placement agency will be allowed to open RTD-Skill Development Center anywhere in India. However, it will be preferred if the training center is established in the industry pockets as it will bring them flexibility to enter into new agreements once the requirement of old agreement will be over and thus continuous utilization of the training center. BSDM may prescribe a cap on the number of training centers proposed to be opened under Type B association depending upon viability of each proposal.

Eligibility Criteria: HR/Placement Agency Led (Type B Association):

In case of consortium the lead partner has to satisfy all the criteria mentioned below.

| SN | Criteria's | Proof required to be submitted. |
|----|--|---|
| 1 | The Applicant must be a HR/Placement Agency incorporated under Companies Act/LLP Act. | 1. Copy of certificate of Incorporation/Registration 2. PAN 3. GSTIN certificate |
| 2 | The Applicant must be in operation since last one year. | Incorporation Document |
| 3 | Average Annual Turn-Over of Rs. 20 Crore in last three/two financial years Or A Turn-Over of Rs. 20 Crore in last financial Year. | 1. Audited profit & Loss statement and Balance sheet for all the Financial Year. 2. CA Certificate (as per the Annexure-VI) (Both the Audited statements and CA certificate are mandatory) |
| 4 | There must be minimum 100 employees on pay-roll of the HR/Placement Agency as on the date of preparation of proposal | A CA certificate evidencing number of employees on pay roll of the lead applicant. |
| 5 | The HR/Placement Agency must have placed at least 500 candidates in last one year as on the date of preparation of proposal. | A CA certificate evidencing number of placed candidates in last one year along with list of candidates with their contact number. |
| 5 | The HR/Placement Agency will have to deploy candidates in organization only with whom they have firm agreement to place the candidates trained under RTD model | Organization wise Letter of Intent (LOI) to be submitted as per the details asked in Annexure-IX |

Training Partner Led (Type C Association)

BSDM under this initiative wants to associate with such Training Partner of repute which can after imparting specific skill training to the candidates provide guaranteed placement/employment to them.

The Training Partner has to compulsorily come up with firm agreement/s with industry partner/s/HR agencies/employers for whose requirement the training is being conducted under specific domain and course approved by such industry partners/HR agencies/employers.

There will be a flexibility in terms of adding of industry partners/HR agencies/employers as and when the need arises subject to ensuring placement.

Location of Training Centre (Training Partner Led) and Cap on Number of Training Centers:

Such Training Partner will be allowed to open RTD-Skill Development Center (RTD-SDC) in the State of Bihar only. BSDM may prescribe a cap on the number of training centers proposed to be opened under Type C association depending upon viability of each proposal.

Eligibility Criteria: Training Partner Led (Type C Association):

(No type of consortium, joint venture or association is permitted under Type C association)

| SN | Criteria's | Proof required to be submitted. |
|----|---|--|
| 1 | The Applicant must be a Company/Trust/Society/LLP incorporated under respective Act. | 1. Copy of certificate of Incorporation/Registration 2. PAN 3. GSTIN certificate |
| 2 | The Applicant must be in operation since last one year. | Incorporation Document |
| 3 | Average Annual Turn-Over of Rs. 05 Crore in last three/two financial years Or A Turn-Over of Rs. 05 Crore in last financial Year. | 1. Audited profit & Loss statement and Balance sheet for all the Financial Year. 2. CA Certificate (as per the Annexure) (Both the Audited statements and CA certificate are mandatory) |
| 4 | There must be a minimum 20 employees on pay-roll of the applicant organization as on the date of preparation of proposal | A CA certificate evidencing number of employees on pay roll of the applicant. |
| 5 | The Training Partner must have trained and placed at least 200 candidates in last one year as on the date of preparation of proposal. | A CA certificate evidencing number of trained & placed candidates in last one year along with list of candidates with their contact number. |
| 6 | Firm agreement/s with an industry partner/s or employers / or HR/Placement agencies for whose requirement the training is being conducted under specific domain and course approved by such industry partners or HR/Placement agencies. | Organization wise Letter of Intent (LOI) to be submitted as per the details asked in Annexure-IX |

Empanelment of Government Training Provider/s (GTP/s) under Training Partner Led (Type C Association):

In case the applicant training partner is a government training partner they will qualify under this category and the eligibility criteria will not be applicable. However, this will be subject to project viability/features and satisfaction of BSDM, upon which decision will be made in this respect.

*Government Training Providers: An organization created and registered under some statute of central or state government or in which some sort of control whether on composition or shareholding or otherwise is exercised by central or state government or their undertakings.

Special Projects (Type D Association):

For New Start-Ups/other entities which do not meet eligibility requirements under above three types of association (i.e. under Type A, B and C) can still apply for Type D association provided their proposal is for special/un-common/unique/innovative/ or an unique ideation in a niche / untapped sector or courses or to cater skill requirement of vulnerable groups through some specific and promising interventions, for which they can establish huge employment opportunities or can pave way for entrepreneurship, to the satisfaction of BSDM.

Location of Training Centre and Cap on Number of Training Centers:

BSDM will allow such start-ups/other entities to use their facilities (for e.g., service centres/retail malls etc.) or factories or any other suitable space to open RTD-Skill Development Center (RTD-SDC) which can be anywhere in India. BSDM may prescribe a cap on the number of training centers proposed to be opened under Type D association depending upon viability of each proposal.

Some of the prominent areas where partners can apply for Type-D associations (subject to final approval by the BSDM): BSDM may decide a capping on total allocated target in this category.

1. Projects which will ensure 100% local employment opportunities
2. New Age Skills (addressing the requirement of Industry 4.0, web 3.0, AI/ML, AR/VR, climate change, energy crisis, circular economy, Green Economy, Energy Transition, Drone, Robotics, Mechatronics etc^{*1}
3. Sectors like agriculture, handicraft, traditional job roles subject to local placement/entrepreneurship and targeting vulnerable/special groups through some specific and promising interventions.
4. Projects which will ensure foreign placements for the candidates.
5. Training in higher NSQF job roles (level 5 & above)
6. Sectors where the entry level salary will be 20,000 and above (as take home)
7. Training for special groups e.g., JEEViKA didi, Transgenders, PwD candidates, manual scavenger, other marginalized and vulnerable groups^{**2}

¹ Partner may propose for emerging sectors other than as mentioned above. BSDM will have the discretion to take final decision in this regard.

² Partner may propose for beneficiaries other than as mentioned above and will have to provide rationale for the same. BSDM will have the discretion to take final decision in this regard.

Eligibility Criteria: Type D Association:

- A) The Applicant must be a legal entity incorporated under Statutory Act/s.
- B) The proposal must be for special/un-common/unique/innovative/ or an unique ideation in a niche / untapped sector or courses or to cater skill requirement of vulnerable groups through some specific and promising interventions for which it can establish huge employment opportunities or can pave way for entrepreneurship, to the satisfaction of Bihar Skill Development Mission.
- C) Some of the prominent areas where partner can apply under Type D is mentioned from Sr. No 1 to 8 above.
- D) The Applicant organization will have to submit a write-up (not more than 7 pages) justifying:
 - 1. How their proposal is unique and can be considered under Type D category
 - 2. Strategy for placement (wage or self-employment)
 - 3. Mobilization, counselling, training operationalization plan, placement strategy
 - 4. Outcome of the Training

Proposal Submission Forms and Annexures

The applicants are expected to respond to the notice using the forms given in this section with all supporting documents.

Proposal shall comprise of following forms and annexures (as applicable):

- Checklist of mandatory documents
- Tech 1: Covering Letter with Correspondence Details
- Tech 2: Details of the Applicant's Business Operations and Other details
- Tech 3: Approach & Methodology: (Not more than 5 pages and covering following points)
 - ✓ A detailed write up on the course, its demand & employment potential
 - ✓ Mobilization & counselling strategies
 - ✓ Uniqueness of proposed training
 - ✓ Placement & Tracking strategies
 - ✓ Detailed information about consortium partners
 - ✓ Scope of work for the lead and the consortium partner (wherever permissible),
- Annexure I: Affidavit
- Annexure II: Power of Attorney in favour of Authorised Representative
- Annexure III: Form of Contract (Not to be submitted at the time Proposal and to be considered at the time of Agreement only)
- Annexure IV: Course details
- Annexure V: Annual Targets for recruitment-training-deployment.
- Annexure VI: CA certificate for Turnover
- Annexure VII: CA certificate for Employee Strength on payroll of Applicant Organization
- Annexure VIII: Self Declaration for Captive Employment
- Annexure IX: Format for LOI with employers
- Annexure X: CA Certificate for Training & Placement (Applicable for Type C organization)
- Annexure XI: CA certificate for Placement (Applicable for Type B organization)

*The applicant has to mandatorily fill and submit the above tech forms and annexures with required supporting documents, failing which the proposal of the applicant may be summarily rejected.

Checklist (To be filled mandatorily with correct page number)

(This would be used for initial screening of the proposal and AO would be communicated for any gap documents)

| # | Tech Form/Annexure | Submitted (Yes/No) | Page No (Of proposal) |
|----|--|-----------------------|--------------------------|
| 1 | Tech 1 | | |
| 2 | Tech 2 | | |
| 3 | Tech 3 | | |
| 4 | Annexure I: Notarised Affidavit of non blacklisting. On Non judicial Stamp paper (Rs 100 or more) | | |
| 5 | Annexure II: Power of Attorney On Non judicial Stamp paper (Rs 100 or more) Or Board Resolution copy | | |
| 6 | Annexure IV: Course details | | |
| 7 | Annexure V: Annual Target | | |
| 8 | Annexure VI: CA certificate for Turnover | | |
| 9 | Annexure VII: CA certificate for Employee strength on payroll of the organization | | |
| 10 | Annexure VIII: Self declaration for captive Employment | | |
| 11 | Annexure X: CA certificate for Training and Placement (For type C only) | | |
| 12 | Annexure XI: CA certificate for Placement (For type B only) | | |
| 13 | Incorporation certificate | | |
| 14 | PAN Card | | |
| 15 | GSTIN Certificate | | |
| 17 | Proposal (Hard bound) with no lose pages. (If the proposal pages are lose and not hard bound, proposal would be summarily rejected) | | Not Applicable |

Tech 1

Covering Letter on Letterhead of the Organization with Correspondence Details

<Location, Date>

To,
The Principal Secretary
Department of Labour Resources
Government of Bihar -cum-
Chief Executive Officer, Bihar Skill Development Mission

Dear Sir,

We, the undersigned, offer to provide services as stated in the Notice No. _____ dated _____. We are hereby submitting our proposal against “**Notice Inviting Proposals for Empanelment under RTD Scheme**” for empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model under TYPE _____ (_____ led) association

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this document may lead to our disqualification and cancellation of the association at any stage by the BSDM.
- (b) Our Proposal shall be valid and remain binding upon us for a period of 365 days from the last date of submission of this proposal.
- (c) In submitting the Proposal, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

We understand that BSDM is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Authorised Signatory:

Name of Organisation:

In the capacity of / Designation:

Correspondence Address:

Contact information (Mobile No. and e-mail):

Tech 2

Important Information and Details

| SN | Particulars | Details |
|----|---|-------------------------------------|
| 1 | Name of the Organization: | |
| 2 | Name and Designation of the Contact Person | |
| 3 | Address and Contact Details (E-Mail and Mobile No.) of the Contact Person | |
| 4 | Corporate website URL. | |
| 5 | Legal Status (Whether Company, Society/Trust etc.) | |
| 6 | Address of Head Office: | |
| 7 | Incorporation/ Registration Number | |
| 8 | Date of Incorporation/ Registration | |
| 9 | Power of Attorney in the name of the Authorized signatory | Name of Person: Designation: |
| 10 | Turnover in the last 3 Years: | |
| 11 | PAN Number | |
| 12 | GST Registration Number | |

For RTD-Overseas Employment:

The Applicant must have a **valid and active recruitment license** for overseas placement if placement is intended in overseas.

(**Notarized Affidavit** on non-judicial stamp paper of Rs. 100/- or more by Authorized Representative of the applicant with his / her dated signature and organization seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our proposal and all the claims/commitments expressed or implied in response to the Notice No. _____ dated _____ against “Notice Inviting Proposals for Empanelment under RTD Scheme” for empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model and for our proposed association under TYPE _____ (_____ led) and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my proposal at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the organization), with its registered office at do hereby declare that the above-mentioned enterprise is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the organization) do hereby affirm and undertake that we have carefully read and understood the whole of the scheme documents and will unconditionally abide by all the terms and conditions given in the scheme document and process and cost norms of Bihar Skill Development Mission (BSDM) and also as amended time to time by Bihar Skill Development Mission.
4. I/We understand that the proposal inviting authority is not bound to accept any or all proposals that it may receive.

For and on behalf of (Name of Organization):

Signature:

Name:

Designation:

Date:

(Organization Seal)

Annexure-II

(Power of Attorney in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more.

In case of foreign entity, a self-undertaking on organization letter head will suffice)

Know all men by these presents that We.....
..... (name of the organization and address of the registered office) do hereby
irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name)
.....son / daughter / wife of
.....and presently residing at
.....who is presently employed with us and
holding the position of..... as our true and lawful attorney (hereinafter referred to
as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things including to enter
into agreement, as are necessary or required in connection with or incidental to submission of our proposal
in response to the Notice No. _____ dated
_____ against “Notice Inviting Proposals for Empanelment under RTD Scheme”
for empanelment with Bihar Skill Development Mission (BSDM) as an agency for providing domain
skilling and employment under Recruit-Train-Deploy (RTD) model and for our proposed association under
TYPE _____ (_____ led).

The attorney is fully authorized for providing information/ responses to the proposal inviting authority,
representing us in all matters before the proposal inviting authority including negotiations with the proposal
inviting authority, signing and execution of all affidavits, undertakings and agreements consequent to
acceptance of our proposal, and generally dealing with the proposal inviting authority in all matters in
connection with or relating to or arising out of our proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things
done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this
Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers
hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,,

THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF

For

{ Signature, name, designation, and address }

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.

2.

Annexure–III

Memorandum of Understanding (MoU)
BETWEEN
[Bihar Skill Development Mission] (Client)
AND
[The Name of the RTD Partner]

This MoU is made at Patna, Bihar this ____ day of (Month), (Year)

BETWEEN

Bihar Skill Development Mission, Government of Bihar (“GoB”) and having its Registered Office at A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, Bihar, India, hereinafter referred to as the “**Client/BSDM**” (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by Mission Director, BSDM as the party of the First Part;

AND

[The Name of the RTD Partner] incorporated/ registered under the _____ Act having Registration No. _____ and having its Registered Office at _____, hereinafter referred to as the “**RTD Partner/Organization**” (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns) represented by the _____ (Name of the Authorised Representative), holding the position of _____ (Designation) as the party of the Second Part;

The terms “Client/BSDM” & “RTD Partner/Organization” shall hereinafter collectively be referred to as “Parties” and individually as “Party” as the context may require.

WHEREAS:

- A.** Bihar Skill Development Mission, Labour Resources Department, Government of Bihar, the state nodal agency for skilling endeavours in the state of Bihar, on the requirement of party of the first part, had floated a Notice Inviting Proposals for Empanelment under RTD Scheme (A Continuous Empanelment Process unless withdrawn) as an agency for

providing domain skilling and employment under Recruit-Train-Deploy (RTD) model vide Notice No. _____ dated_____.

- B.** BSDM has the target and willingness to facilitate skill training to the candidates of Bihar in the domain sector to enable youth of Bihar to take up training to secure employment and thus the livelihood.
- C.** The underlying objective is to provide such skill training which meets the specific job requirements of industries/organizations having demand for skilled manpower for their business operations in India or overseas and BSDM has requested the Organization to provide certain services and execute the project as defined in the RTD Scheme document (hereinafter called the “Services”); and
- D.** And whereas the organization (The RTD Partner), by submitting the proposal and having represented to the BSDM and Client, that it has the required professional skills, personnel, technical resources, scale and means of operations, industry connects and finally be selected for empanelment with the department for imparting domain skilling and employment to the youth of Bihar under RTD scheme/model and have agreed to provide the Services on the terms and conditions set forth in this Contract.
- E.** And whereas upon selection, BSDM has issued Letter of Award (LOA) to the organization selected as a RTD Partner and RTD Partner has submitted the required performance guarantee/s in pursuance of LOA and has agreed to provide services (but not limited to) as defined in the Scope of work of the RFP and LOA.

NOW THEREFORE, in consideration of the mutual consent herein obtained, this MoU is entered by and between the parties, and the parties hereto hereby agree as follows for imparting employment oriented successful training to the youth of Bihar on the terms, conditions and stipulations as set forth hereunder:

1. Documents

This MoU shall be comprised of the following documents and shall be deemed to form an integral part of this MoU:

- a) This Form of MoU
- b) Letter of Award (LOA) issued to the RTD Partner
- c) Notice and RTD Scheme Document vide Notice No. _____dated_____ published by BSDM and consequent proposal submitted by the organization.
- d) Process and Cost Norms of Bihar Skill Development Mission as applicable and amended time to time.

- e) Other guidelines or notifications issued time to time by the BSDM, and as amended time to time.
- f) General Conditions of MoU, Article 1, Article 2, and Annexure A (attached as to this MoU)

This MoU constitutes the entire agreement between the parties in respect of the RTD Partner's obligations and supersedes all previous communications between the Parties. BSDM also reserves the right to modify and amend any of the condition/criterion as stipulated herein or anywhere in the RTD scheme document or Process and Cost norms of BSDM, and the RTD Partner will have to mandatorily abide by that, else it will lead to unilaterally termination of agreement by the BSDM without incurring any liability or cost towards it.

2. The mutual rights and obligations of the BSDM and the RTD Partner shall be as set forth in the MoU; in particular:

- (a) The RTD Partner shall carry out the Services in accordance with the provisions of this MoU and scheme document; and
- (b) BSDM will discharge its responsibilities through facilitation, timely support, and timely review of the progress of the project/performance of the RTD Partner and shall make payments to the RTD Partner in accordance with the provisions of the scheme document/ MoU/ Process and Cost Norms of BSDM, as applicable time to time.

- 3. Errors in Specification:** The RTD Partner shall take no advantage on account of any error or omission in the specifications in the RTD scheme document or in the MoU or process and cost norms of BSDM. BSDM shall make such corrections and interpretations as and when required and as may be deemed necessary and the decision of BSDM, in this respect shall be final and binding on the part of the RTD Partner.
- 4. Construction and Legal Effect:** The MoU constitutes the entire understanding between the parties (the department and the training partner). No modification or any further addition to this MoU shall have any effect unless issued in writing by the BSDM.
- 5. No Assignment:** This MoU or any part of it shall not be assigned or transferred by the RTD Partner, whether by operation of law or in any other manner, without prior consent in writing from the BSDM.
- 6. Relation between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the BSDM and the RTD Partner. The RTD Partner, subject to this MoU, have complete charge of Personnel performing

the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

7. Heading: The headings shall not limit, alter, or affect the meaning of this MoU or documents comprises this MoU.

8. Materials:

a) Any information/documents/records/reports/returns/data/supporting etc. (materials) given to/prepared or shared by the RTD Partner shall remain the sole property of the BSDM and shall not be allowed to be duplicated or distributed or otherwise published without the written consent of the BSDM.

b) The RTD Partner understands that any information and record provided to or made available to them or prepared by them during the performance of this MoU are considered confidential and shall not in any case be used for any purpose other than to perform the required services. Regardless of the type of information or material or data and its format, the RTD Partner agrees that it or any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the BSDM. Any copy of such records made during performance of services pertaining to this MoU shall be returned to the BSDM upon the expiration of this MoU.

C) Both the parties acknowledge the confidentiality of information that may be among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party unless such information is,

- i. part of the public domain at the time of disclosure, or,
- ii. require to be disclosed in accordance with the applicable laws of the country.

9. Notices: Any notice, request or consent required or permitted to be given or made pursuant to this MoU 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 mail, telex, telegram, or facsimile to such Party or published in general by the BSDM website.

10. Indemnity: Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses, and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to: -

- a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein in the MoU/RTD Scheme document.
- b) failure to perform any obligations contained herein in the MoU/ RTD Scheme document.
- c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements.
- d) any wilful misconduct or negligent acts arising under this MoU by it or any of its officers, directors, employees, or agents.

11. Termination: Both the parties shall honour the commitment already entered, square up all the outstanding in terms of finance, performance, etc. within a period of 30 days.

Despite termination, the training partner shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and records in its possession or otherwise available to him.

The detailed termination clauses are mentioned in detail in the Article to the MoU.

12. Time will be the Essence of MoU: Time shall be of the essence as regards the performance by the Training Partner of its obligations under this MoU.

13. Validity of MoU (Agreement Period): For three years from the execution date of this MoU; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of the BSDM.

14. Governing Law: The MoU shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the exclusive jurisdiction of Patna Court.

15. The General conditions of the MoU/contract, the Articles and the Annexure attached to this MoU shall be read and construed as forming part of the MoU/contract 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 MoU 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 BSDM

[Authorized Representative]

Name:

Designation:

Contact Number:

Contact Mail ID:

Contact Address

For and on behalf of RTD Partner

[Authorized Representative]

Name:

Designation:

Contact Number:

Contact Mail ID:

Contact Address

General Conditions of MoU

- 1) That the MoU/Contract shall come into force and effect on the date (the effective date) of signing the MoU.
- 2) That the RTD Partner shall commence the services not later than 60 days from signing the MoU.
- 3) The RTD Partner shall always follow the guidelines, notifications, instructions and process and cost norms of BSDM, as applicable and as will be modified and issued time to time by the BSDM, with respect to establishment and operations of permitted skill development center/s (SDC/s). In case of QP NOS courses the course related norms / guidelines of the concerned Sector Skill Councils as prevalent or as modified any time in future with regard to infrastructure, trainers, equipment will also be followed by the RTD Partner at its skill development center/s.
- 4) The RTD Partner shall always act prudently, in respect of any matter relating to this MoU or to the services to the BSDM and shall at all-time support and safeguard BSDM's legitimate interests in any dealings with Third Parties.
- 5) The RTD Partner shall hold the BSDM'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/MoU, a conflict of interest arises for any reasons, the RTD Partner shall promptly disclose the same to the BSDM and seek its instructions.
- 6) The right to run and operate the skill development center/s as given to the RTD Partner by BSDM, is a non-transferable allotment and the RTD Partner cannot by its own transfer this right in favour of others.
- 7) The RTD Partner shall not subcontract/sublet/franchise/assign the services or conduct of training as required under this MoU. The RTD Partner shall not operate the training centers (SDC/s) via any of the above arrangement. If any RTD Partner indulges into franchising / outsourcing / sub-letting of their registered centre in any manner, then their authorization / empanelment of SDC will get cancelled / terminated immediately or after the completion of ongoing batch. No joint venture or consortium or association is permissible unless otherwise explicitly allowed as per scheme guidelines or by BSDM.
- 8) The skill development center/s registration on BSDM portal by the RTD Partner will be subject to yearly center renewal process on BSDM portal. The registration of a SDC on BSDM portal will be valid till 31st March of the respective financial year only. However,

BSDM will have the right to extend the SDC validity beyond 31st March of the respective financial year also. The BSDM will always have the right to terminate the empanelment of Skill Development Centers on closure of the relevant schemes by the Government or for any other reason as per discretion of the BSDM and centers validity will come to an end.

9) If the RTD Partner will be found to be involved in any wrong/un-ethical practices regarding skill development program/s of the BSDM, appropriate penalties/financial deductions or other appropriate actions may be imposed by the BSDM. The training fee and other payments or a proportion thereof, if any, already made to the RTD Partner may also be recovered by the BSDM, if required.

10) The RTD Partner shall at all times employ qualified and experienced trainer/s complying to the trainer mandate set by respective Sector Skill Council (SSC) or otherwise, in all its approved skill development centers (SDCs) for the chosen course as required to carry out the training/skill development program.

11) Skill development centre/s will not be allowed to share the same center personnel.

12) The organization needs to ensure that all its employed personnel by whatever name called are paid remunerations in compliance to the minimum wage rates prescribed for the “skilled” manpower category as notified and revised from time to time by Labour Resources Department, GOB. Information is available on “<http://labour.bih.nic.in>”.

13) The change of address of training center/s will have to be made only after prior approval of BSDM and as per the BSDM prescribed guidelines as amended time to time.

14) BSDM shall not be liable to refund the center registration or renewal fees (if any), if the center registration/renewal application gets rejected or the applicant himself does not proceed further, at any stage after payment.

15) Any payment during the center registration/renewal process will mandatorily have to be done through an online mode.

16) If any SDC will not complete the center registration/ renewal process within the scheduled time as prescribed by BSDM, then BSDM will not consider their registration/renewal application for further process. However, BSDM will have the right to extend the registration/renewal process either generally or specifically.

17) No SDC shall be allowed to change the following information at any stage during the center renewal process:

- Organization Name
- Owner Name

- Registered Mobile Number
- Registered email Id
- Centre District, Block and Address
- Registered Bank Account and PAN details

18) BSDM has the right:

- a. to modify the terms and conditions of the Center Registration/Renewal Process without any prior notice and BSDM shall not be liable to anyone for any such modification/s;
- b. of granting and/or rejecting center registration/renewal application of any training partner, without assigning any reason/s whatsoever to anyone.

19) The RTD Partner/SDC:

- a. Will be solely responsible for maintaining the confidentiality of the password and login account given by BSDM and fully responsible for all activities that occur thereunder.
- b. Shall abide by the various Rules, Regulations, Code of Conduct, Guidelines, Communications, Norms issued and specified by BSDM from time to time.
- c. Will be responsible for maintaining the confidentiality of the profile data of trainees registered with us.

20) Relationship between the Parties:

The RTD Partner/SDC agree and understand that the relationship and all the dealings between it and the BSDM are on “Principal-to-Principal” basis and that neither party shall claim, represent nor hold out to be an agent of the other in any manner whatsoever. The persons engaged/hired by the RTD Partner for its skill development center/s, will not be treated as the employees of BSDM but will be the employees of the RTD Partner organization and all the liabilities, statutory or otherwise, on account of the said employees will be that of the RTD Partner organization only. Under no circumstances, the employees of the RTD Partner organization shall be entitled to claim permanency and / or any benefits as an employee of the BSDM.

21) The RTD Partner shall perform the Services and carry out its obligations for running skill development center/s under BSDM with all due diligence, efficiency and economy, and in accordance with generally accepted professional standards and practices,

and shall always observe sound management practices, and shall always employ appropriate technology, safe and effective equipment, machinery, materials and methods.

22) That except with the prior written consent of the BSDM, the RTD Partner and its employee/personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of this contract/MoU or acquired during implementing skill development program/s.

23) The RTD Partner shall keep accurate and systematic accounts and records in respect of the skill development centers and implementation of skill development program/s, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from the BSDM and all payments made by it to its staff, and for all other expenses and costs.

The RTD Partner has to keep utilization certificates with respect to funds received from the BSDM and has to submit the same as and when required by the BSDM.

The RTD Partner shall also permit during the continuation of this contract/MoU and further up to five years from expiration or termination of this Contract/MoU, the BSDM 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 BSDM, if so, required by the BSDM itself or as the case may be.

24) The RTD Partner/SDCs would be responsible for candidate mobilization, training, placement, and post placement tracking under the overall supervision/instructions of the BSDM, and as per approved process and cost norms of BSDM.

The RTD Partner/SDCs will have to mandatorily provide “Training Handbook” for the course as approved by SSC/BSDM to each of the trainee on commencement of training.

25) The RTD Partner/SDCs shall not try to influence the assessment in any way whatsoever.

26) That the RTD Partner/SDCs shall not receive any income in connection with the skill development centers/program from anyone under any pretext except as provided for by the BSDM and unless specifically authorized by the BSDM. The RTD Partner shall not engage in any training activities other than the BSDM skill development program at its skill development center/s and except with the prior approval of BSDM.

27) The RTD Partner shall not take any other fees (apart from the stipulated refundable security deposit which the organization will collect on behalf of BSDM) from the candidates under any pretext for the training being conducted under the BSDM Program.

- 28) The RTD Partner/SDCs will run the batches in continuity as per its requirement.
- 29) The RTD Partner/SDCs undertakes to ensure un-interrupted power / electricity for the conduct of training at its skill development center/s and will always keep in place appropriate safety measures for the safety of the candidates, personnel deployed there in and of the available infrastructures and will be solely responsible for their safe being. In respect of all the safety measures and provisions to be required at skill development centers, the RTD Partner/SDCs shall at its own cost and expenses, arrange for all the safety provisions as per the applicable laws in force.
- 30) **SAFETY REGULATIONS:** In respect of all the trainers/trainees and other personnel engaged by the RTD Partner/SDCs (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.
- 31) **GENERAL RULES:** Smoking, drinking and any unwarranted/Illegal behaviour by any trainer or personnel engaged by the RTD Partner/SDC 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.
- 32) **Intellectual Property Right:**
- Intellectual Property in the context of BSDM skill development program shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of the BSDM skill development program. Intellectual Property also includes Course name, Course material, content, methodology, assignments, question papers, educational and promotional content, whether in printed or in electronic, digital or any other format and all business data generated during the period of skill development center operations.
 - Since the software frameworks for the delivery of the courses/programs is developed by the BSDM or its selected agency, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and the design, look and feel, are explicit Intellectual Property of BSDM or its selected agency only. Any third-party components licensed by BSDM or its selected agency, if any, shall remain the property of those respective third parties.

- All such intellectual property rights are the exclusive intellectual property of BSDM or its selected agency and also other models which may be conceived, developed and shared by BSDM or its selected agency from time to time.
- The BSDM or its selected agency owns and/or is authorized to grant, for the purposes of center empanelment on BSDM portal, certain rights in provided there under.
- The student or other data collected in course of running of skill development centers shall be the property of BSDM.
- The RTD Partner/SDCs undertake to inform the BSDM of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land and further agree to cooperate with the BSDM to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

33) The RTD Partner/SDCs upon expiration or termination of skill development centers empanelment/allotment, whichever is earlier, agree that-

- It will not make any claim on the Trade Name, Trademarks, Service Marks, Logo, etc. of the BSDM nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the BSDM.
- It will desist from using the trade names, marks, stationery, or other documentation issued by the BSDM embodying the intellectual property of the BSDM.

34) The BSDM 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 Online Management Information System (MIS) that has been designed, developed and deployed by the BSDM and Physical Monitoring will be done by the BSDM where multiple scheduled/surprised visits shall perform by representatives of the BSDM.

35) The BSDM shall disburse the payment after all due verifications have been done for the submitted invoices. The payment due on the part of the BSDM 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.

36) The BSDM can modify terms and conditions of this MoU, subject to mutual agreement between the parties to account for State Government stance on the scheme. Any modification or variation of the terms and conditions of this MoU, or not covered under

the MoU, 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 MoU.

37) The quality of performance related to the service (implementation of skill development program/s) is the essence of the MoU and in the event of failure to perform as per the terms and conditions of the MoU and to the satisfaction of the BSDM; the BSDM shall be free to take suitable decisions with respect to the continuance of the MoU.

38) The CEO, BSDM will have the right to issue modification or to amend or to relax any or all norms either generally or particularly.

39) The CEO, BSDM will have the right to accept or reject any such SDC registration/renewal application without assigning any reason thereof and no RTD Partner shall have any cause of action or claim against the BSDM for the same. The decision of CEO, BSDM with respect to such approval or rejection will be final and conclusive in this regard.

ARTICLE-1

1.1 Definitions of terms:

In this MoU/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) “RTD Partner” or “RP” means an organization, which will implement RTD skill development program and provide(s) skill training and employment i.e., “the services” to the youth of Bihar and is empaneled by the BSDM through this MoU. This RTD Partner will register its skill development center/s (SDCs) on BSDM portal and get it approved.
- (c) “MoU/Contract” shall mean the agreement between the department and the RTD Partner, duly signed by the parties to the agreement through their authorized representative, for providing the services as prescribed in this contract and as per terms and conditions as mentioned under this MoU and as per scheme guidelines/ 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 MoU comes into force and effect.
- (f) “GC” mean the General Conditions of Contract.
- (g) “Government” means the Government of Bihar.
- (h) “Services” means the work to be performed by the “RTD Partner” pursuant to this MoU.
- (i) “Third Party” means any person or entity other than the “BSDM” or the “RTD Partner”.
- (j) “Programme” means RTD Skill Development Programme being implemented by the BSDM.
- (k) “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.

- (l) “Candidate” means: Eligible candidates as per scheme guidelines registered on BSDM portal for training.
- (m) “Skill Development Centre (SDC)” means: A training center established by the RTD partner, 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. Authorized Representative: Any action required or permitted to be taken, and any document required or permitted to be executed under this MoU by the RTD Partner may be taken or executed by the authorised officials of the RTD Partner organization only.

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

1.5. Taxes and Duties:

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

1.6. Fraud and Corruption

Definitions:

It is the BSDM policy to require that the BSDM as well as the RTD Partner to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the BSDM 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) BSDM 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 insofar 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 RTD Partner’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 RTD Partner 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.

3. TERMINATION

3.1. Termination for Default:

The BSDM 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 RTD Partner, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the RTD Partner to rectify the breach). However, the MoU may be terminated immediately if:

- a) If it is discovered at any stage that the RTD Partner 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) The BSDM may terminate the contract if it determines at any time that representatives of the RTD partner or its employees were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the execution of this MoU, without the RTD partner having taken timely and appropriate action to the satisfaction of the BSDM to remedy the situation.
- c) The BSDM may also sanction an order against the RTD Partner, including declaring the RTD Partner ineligible, either indefinitely or for a stated period, if it at any time it is determined that the RTD Partner has, directly or through an agent, engaged in corrupt, fraudulent, restrictive, or coercive practices in competing/applying for, or in executing, this MoU.
- d) If the RTD Partner commits breach of any condition of the Agreement.
- e) If the RTD Partner is de-empaneled at any stage during the course of the Agreement.
- f) If BSDM terminates the Agreement in whole or in part, the respective Performance Guarantee shall be forfeited, if any taken by the BSDM. Any such decision of the BSDM will be final and conclusive and binding on the part of RTD partner.

3.2. Termination for Insolvency:

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

3.3 Termination for Convenience:

BSDM, by a written notice of at least 30 days sent to the RTD Partner, 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 department's convenience, the extent to which performance of the selected Applicant under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the selected Applicant 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 selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the value of the training cost and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

3.5. Termination by the BSDM:

The BSDM may, by not less than thirty (30) days' written notice of termination to the RTD Partner, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

- a) the RTD Partner 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 BSDM may have subsequently granted in writing.
- b) the RTD Partner 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 RTD Partner fails to comply with any final decision reached as a result of arbitration proceedings.
- d) if the RTD Partner fails to comply to the decisions of BSDM.
- e) the RTD partner submits to the BSDM a statement which has a material effect on the rights, obligations or interests of the BSDM and which the RTD Partner knows to be false.
- f) any document, information, data or statement submitted by the RTD partner in its Proposals, based on which the RTD Partner was considered eligible or successful, is found to be false, incorrect or misleading; or
- g) as the result of Force Majeure, the RTD partner 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 RTD Partner - The RTD partner may, by not less than thirty (30) days' written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a) the BSDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the RTD partner may have subsequently agreed to in writing) following the receipt by the BSDM of the RTD Partner's notice specifying such breach; the RTD partner 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 RTD Partner is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

c) The BSDM 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 BSDM to the TP.

3.8. Suspension: The department may, by written notice of suspension to the RTD Partner, without any obligation (financial or otherwise) suspend all the payments to the RTD Partner hereunder if the RTD Partner 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 RTD partner to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the RTD partner of such notice of suspension. The above action will be taken by BSDM after appropriate approvals.

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 MoU,
- c) the RTD Partner's obligation to permit inspection, copying and auditing of its accounts and records by department.

Upon termination of this Agreement by notice of either Party to the other the RTD Partner 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.

5. 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

6. DISPUTES RESOLUTION

6.1 Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice and the issue will be referred to the CEO, BSDM for resolution thereof.

6.2 Arbitration:

- a) In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by BSDM and other appointed by the RTD Partner and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.
- b) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

ARTICLE-2

Scope of Work

The scope of work to be undertaken by the empaneled RTD Partners would be as below:

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

- 1.1 Awareness creation in the districts in which it has been empaneled.
- 1.2 Candidate Pre-Counselling: Counselling of training seekers both one on one and through psychometric test are mandatory.
- 1.3 Counselling the candidates and their parents on the available job opportunities / training locations and set their expectations on jobs, relocation requirements and compensation.
- 1.4 RTD Partner shall collect copies of all the relevant documents of the trainees at the time of enrolment and strictly match them with the originals.
- 1.5 The responsibility to survey and mobilize the suitable candidates will be of the RTD Partner only.
- 1.6 The RTD Partner shall put the logo of the department and key messages/taglines on all advertisement materials as per the specifications given by the department.
- 1.7 **Target population:** A Bihar domicile only. For a training center opened and operated outside Bihar, the applicant has to upload along with other required documents for each of the candidate a document evidencing that candidate is from Bihar only (for example Aadhar/ Residential Certificate)

2. Course and Curriculum Design

RTD Partners will follow the modules defined by respective sector skill councils (in case of QP course) or industry approved course (in case of customised course).

3. Training

- 3.1 The RTD Partner will be allowed to operate the centers within the state of Bihar (except for cases where outside Bihar is also permitted) and as per assigned district for a period of the Agreement duration subject to periodic center renewal process.
- 3.2 The RTD Partner would need to install latest GPS enabled biometric attendance devices (as prescribed by BSDM) to capture the IRIS/Aadhar Enabled Biometric Attendance of trainers and trainees as prescribed by BSDM.
- 3.3 Ensure adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/Qualification Packs of course of respective SSCs or of customised course.
- 3.4 The guidelines with respect to OJT shall be followed as prescribed for the respective course, if applicable.
- 3.5 The guidelines with respect to residential training, if any, shall have to be always follow by the RTD Partner during the training period.
- 3.6 Some of the other facilities to be ensured at the training center (but not limited to) are as under:
 - Separate washroom for boys and girls, Power Backup, Water Purifier

- CCTV Monitoring, LCD / Over Head Projector-if required.
- Equipment & furniture as per specifications to be provided by BSDM
- Domain Labs, IT Labs, requisite classrooms, Internet facility as per guideline/requirement.
- A banner in front of the training centre with the logo of the BSDM, prominently displayed as per prescribed norms.

4. Placement of Candidates

“Placed” means the candidate is placed in the sector of their training at the respective industries (manufacturing/service) and his / her gross remuneration should not be below the minimum wages of the state in which he/she has been placed. Further, a placement shall be considered valid if a candidate is placed within the first 3 months of successfully trained and certified.

Key Terms of Empanelment

5. Scheme Specific Guidelines:

5.1 The RTD Partner would need to follow scheme specific guidelines while implementing the skill development programme. In case there are no specific guidelines for a subject or matter, then BSDM guidelines shall be adhered to.

5.2 The RTD Partner shall open all the targeted centers basis on the timeline given by the BSDM from the date of empanelment such that training is started in 100% of the targeted centres.

6. Infrastructure and faculty requirements

6.1 The RTD Partner would be expected to adhere to the Training Centre Specifications as laid out by BSDM under the domain Tab of BSDM website.

6.2 A trainer-trainee ratio of 1:40 shall be maintained at the training center.

6.3 Trainers shall adhere to respective SSC qualifications & guidelines (in case of QP course) and as far as possible for customised course.

6.4 Trainers should be ToT (Training of Trainers) certified by the concerned SSCs (in case of QP course) and sufficiently eligible as a trainer for customised course.

7. Process and Cost Norms

7.1 **Target Beneficiary Age Group:** Working age population – 15 – 45 Years.

7.2 **Target Beneficiary: Minimum Qualification:** It will be as per the scheme guidelines or as per course requirement.

Note: Relaxation in minimum educational qualifications for some severely disadvantaged groups or some specific target groups / specific programs, may be done as and when deemed required by BSDM or as directed by the State Government.

7.3 **Courses Available:** QP-NOS/ Any other course approved by industry (customised course) and BSDM.

7.4 Training Duration:

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 and as amended time to time.

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 (of courses / topics / NOSs/ training duration etc.) may be done, in order to increase the employment potential of the courses.

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/ Training Partners and approved by BSDM.

In case of any course having provision of mandatory On Job Training (OJT), the hours of mandatory OJT will be added to the course duration (Theory+Practical) to calculate the total course duration for which the training fee or other related cost components, will be paid out to the training partners/or the concerned stakeholders as applicable.

7.6 Placement: Definition & Mandate:

Placement Definition: Placement to be mandatorily done in 3 months from result declaration date (of assessment / reassessment). 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.

- **In case of wage employment,** 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.
- **In case of self-employment,** candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade license or setting up of an enterprise or becoming a member of a producer group or proof of additional earnings (bank statement) or any other suitable and verifiable document as prescribed by BSDM / respective Department.

Placement Mandate: 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% of the total certified candidates of a batch.

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:

1. Salary package
 - CTC
 - Cash in hand
 - Other benefits
2. Working hours
3. Job locations
4. Job role
5. Other amenities

Note 1: The initial offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities

by the candidate and incorporating required changes, if any. For the specific purpose of RTD model, Employment will mean wage employment only unless otherwise stated or allowed by BSDM for specific and unique kinds of projects (for ex. Entrepreneurship).

Please note that initial offer letter will be conditional as this will be subject to completion of training and passing of final assessment. However, following changes/deviation may be allowed in the conditional offer at the time of issuance of formal offer letter:

5. Better employment opportunity is offered to the candidate in terms of preferred location (like home state or other), increase in remuneration, better industry, job environment, facilities etc.
6. Change in initial/conditional offer letter will be subject to acceptance of new offer by the candidate.
7. The organization must seek approval of BSDM on deviations in initial/conditional offer letter, with acceptance letter on new offer given by the candidate/s before their joining.
8. However, if candidate/s persist to join against the initial offer only, the same will have to be mandatorily arranged/facilitated by the organization.

Also, in case of unforeseen circumstances or events of force majeure, deviation from initial/conditional offer letters may be allowed subject to immediate notice of the existence of such conditions to the Bihar Skill Development Mission by an authorized person of the RTD Partner and only on the specific permission from CEO, BSDM.

Such events include natural calamities, acts or omissions of any Government or agency thereof, compliance with rules, regulations, or order of any Government Authority or when a prospective employer organization ceased to be a going concern or has closed its operations at that place or substantially reduced the scale of operations at that place etc. or such other events to the satisfaction of BSDM. The decision of CEO, BSDM will be conclusive and binding with respect to existence of such conditions and consequent relaxation thereof from the conditional offer letters.

Note 2: Please note that the conditional offer letters of each candidate has to be uploaded on BSDM portal at the time of Batch Formation.

Note 3: If for a particular batch, the placement is not made as above (Placement Definition and Mandate) i.e. within the stipulated timeline and as per terms and conditions, the training fee and other payment already made to the organization for that entire batch, may be recovered by the BSDM. The decision of CEO, BSDM will be final, conclusive and binding on all in this regard.

However if the organization claims and seeks exemption that he has failed to deploy the candidate/s of a particular batch as per the stipulated norms or timelines, for just and proper reasons to the satisfaction of BSDM, CEO BSDM may relax the condition of recovery of payment already made for that batch.

For the Type A association (Industry Led):

However, for the Type A association (Industry Led), at least 20% should be mandatorily placed within the lead/consortium industry or its sister concerns. In case placements are proposed at any other organization, then the selected organization will have to submit Placements Tie Up letter with such organization before approval of each batch.

For the Type D association “Special Projects”:

In case of Entrepreneurship not leading to wage employment, the entrepreneurship %age will be at least 80% of the candidates who passed the assessment test.

7.7 Post Training / Placement tracking mandate:

All Certified candidates need to be marked as placed or unplaced on the BSDM portal in 3 months from the date of result declaration (either for fresh assessments or reassessment). Reassessment (if any) needs to be completed within 90 days from result declaration of the fresh assessment or as allowed by BSDM.

For Placed candidates

1 year of employment related tracking with the provision of uploading 6 months’ pay slip (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:

For Wage Employment:

- 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 of the candidate in case of wage employment in informal sector – uploading mandatory

For Self-Employment:

- Date of Successful Completion of Training
- Name, Address, Sector and contact details of Venture – not mandatory
- Monthly earnings
- Candidates current contact number
- Declaration of data correctness from SDC operator

- Soft copy of venture registration / bank loan documents / bank statement / Self declaration by the candidate of earnings from self-employment for increased earnings – uploading mandatory

7.8 Assessment & Certification:

Assessment – Assessment of candidates who have met the assessment eligibility criteria of 80% attendance of the batch duration, unless otherwise specified in the scheme guideline.

- QP/NOS based courses – SSC's appointed assessment agencies
- For courses proposed under Recruit – Train – Deploy (R-T-D) model projects the assessment will be done by the Industry or TP or BSDM or jointly by BSDM and the industry/TP.
- Government Training Providers of National or State repute might be able to do assessments of their training post course approval from BSDM.
- Reassessment (if any) needs to be completed within 90 days from result declaration of the fresh assessment or as allowed by BSDM.
- Reassessment will be allowed only one time for a candidate who either fails in or is absent for the fresh assessment.

Certification

- QP/NOS based courses – SSC's
 - For Industry initiated or R-T-D model-based training programmes there will be a provision of self-certification (By the Industry Player / TP) or joint certification (Industry Player / TP & BSDM)
 - Government Training Providers of National or State repute can certify their successfully trained candidates post course approval from BSDM.
- ❖ For QP/NOS courses – INR 600- 1500 as per the prevalent course / SSC assessment rate. The assessment agencies/ Sector Skill Councils (SSCs) shall raise invoices as per their prescribed assessment fee.
 - ❖ Assessment Fee to be paid by the respective Departments directly to the assessment agency/SSC.
 - ❖ In case of Re-assessment, the re-assessment fee will be borne by the concerned SDC/SDC operators and will be paid by them directly to the concerned assessment agency/SSC.

7.9 SDC operator / SDC (due diligence) empanelment processing fee:

- A non-refundable processing fee of INR 1000 (To be revised by BSDM from time to time) per SDC will be charged from all the SDC applicants against the desk appraisal and due diligence conducted by BSDM. This will be taken at the time of center empanelment on BSDM portal.

However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

7.10 Centre Registration Fee and annual renewal fee from empanelled SDCs:

- The centre registration fee for all empanelled SDCs will be INR 4000. The centre registration will be renewed at the end of the financial year in case of satisfactory performance of the SDC. The renewal fee will be Rs. 2000 per year.
- However, the initial registration or any renewals thereafter for centres from the date of opening of empanelment / renewal shall be valid only up to the end of Financial Year, in which the centre is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the center registration / renewal will cease to exist for all purposes legal or otherwise.
- However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

7.11 Course Registration Fee from empanelled SDCs:

- All empanelled 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 or any renewals thereafter for centres from the date of approval / renewal shall be valid only up to the end of financial year, in which the course is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the course registration / renewal will cease to exist for all purposes legal or otherwise.
- However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

Note 1: Authorization as SDC shall be given subject to completion of all the prescribed procedural formalities and submission of all the requisite documents.

Note 2: BSDM shall not be liable to refund the processing fee, center/course registration/renewal fee/s, (unless otherwise notified), if the organization wants to withdraw the application subsequently or is de-empaneled by the BSDM or the application gets rejected or the applicant himself does not proceed further, at any stage after payment or the time limit of various stages of application on the portal expired. However, BSDM may decide to extend the time limit for empanelment/ registration/ renewal on BSDM portal of various stages of application as and when deemed necessary either generally or particularly.

7.12 Portal usage fees:

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 (as amended time to time) will be deducted from the amount payable to the SDC operators.

However, BSDM may decide to exempt certain entities / type of centres / schemes / Departments on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

7.13 Refundable security deposit from candidates:

- INR 1000 will be taken as refundable security deposit (to be paid to BSDM through the SDC operator / industry / placement agency) from candidates.
- The refundable security deposit will be returned to the candidates who successfully complete the training i.e. are certified (passed) for the training undertaken.

Note 1: The refundable security deposit will be returned to the certified candidates immediately on approval of the 2nd invoice of the concerned training batch by the funding entity.

Note 2: In case the partner terminates the entire batch before the assessment result is declared, the RTD partner would be liable to return the security deposit of all the candidates.

7.14 Release of Funds:

If advance is taken:

- 30% of the training fee as advance – Against a 110% BG at batch commencement for the entire batch size.

If advance is not taken

- 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).
- 30% of the training fee – On passing the final assessment by the BSDM authorized assessment & certification agency – for the certified 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.
- 20% of the training fee – For all the certified candidates after a minimum of 80% of the certified candidates in the batch have 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.

Note:

- 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.

- In case in any of the skilling programs it is observed that there is a recovery to be made by the funding entity / department from the concerned SDC/Training Partner on account of the eventual training fee for finally certified candidates of a batch being less than the already paid amount (where any of the tranches before the final tranche are course completion / attendance based payouts) for that batch, the concerned SDC / Training Partner will be liable to pay the recovery amount to the concerned funding entity. If the SDC does not refund the established recovery amount to the department / funding entity, the department / funding entity can take legal action against the SDC / Training Partner.
- Also note that if the placement will not be made as per point 7.6 as above (Placement Definition and Mandate) i.e. within the stipulated timeline and terms and conditions, the training fee and other payment already made to the organization for that entire batch, may be recovered by the BSDM. The decision of CEO, BSDM will be final and conclusive in this regard. (Refer point 7.6)

7.15 Training Calendar:

- Any training batch will start on weekly basis. In case any of these dates is a holiday the common batch starting date applicable will be the next working day.
- If required, BSDM may revise the Training calendar / batch commencement calendar either generally or particularly.

7.16 Batch Size:

- Min 20 candidates per batch
- The minimum and maximum batch (group) size may be revised by BSDM in future if required either generally or particularly.
- For any specific category of beneficiaries, exemption may be given by BSDM.

7.17 Grading of Training centers:

- The concerned funding entity / funding Department will provide additional work allocation or will renew the agreement with a training center based on the following grading system only:
 - If more than 75% of the total certified candidates in the target allocation period are placed – Grade A
 - If greater than or equal to 50% and less than or equal to 75% of the total certified candidates in the target allocation period are placed– Grade B
 - If less than 50% of the total certified candidates in the target allocation period are placed– Grade C
- Grade A centers will be given preference by the concerned funding entity / funding Department in work allocation post which work allocation will be done for the Grade B centers. Further Work allocation or Renewal of agreement will not be done for Grade C centers.

- **Note:** Any center that has less than 50% enrolment against the allocated target in the target allocation period will not be eligible for Further Work allocation or Renewal of agreement unless otherwise decided by the concerned Department / BSDM.
- **Partners getting Grade C may also be debarred for 3 years to participate in any tendering process of BSDM.**

7.18 Training Cost:

- Category 1: INR 49.0 per candidate per course per hour
- Category 2: INR 42.0 per candidate per course per hour
- Category 3: INR 35.1 per candidate per course per hour
 - Per candidate portal usage fee (against using the portal for monitoring and evaluation of the training and the actual training delivery) of INR 0.50 per candidate per hour will be deducted from the amount payable to the SDC. Thus, the eventual payout to the SDCs in case of Domain specific skilling will be:
 - Category 1: INR 48.5 per candidate per course per hour
 - Category 2: INR 41.5 per candidate per course per hour
 - Category 3: INR 34.6 per candidate per course per hour
- 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.
- 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.

7.19 Tool Kit or any other teaching aid or uniform:

- If required, this will have to be arranged by the organizations at their own cost.
- 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.

7.20 Boarding and Lodging:

- Applicable where residential training is being conducted and only for certified candidates unless otherwise stated.
- Note: A minimum training duration of 6 hours per day will be assumed for calculation of total number of days for which boarding and lodging amount will be provided.
- Boarding and lodging cost at actuals for residential training subject to maximum per trainee per day as per table below:
 - Rs. 375/- per day per trainee in X Category Cities/Towns.
 - Rs. 315/- per day per trainee in Patna municipal corporation limits or Y Category Cities/Towns

- Rs. 250/- per day per trainee in other municipal corporations / municipal board limits or Z Category Cities/Towns.
- Rs. 220/- per day per trainee in all other areas including nagar panchayats
- Note: The above rates shall also be applicable for training programmes, anywhere in the country where women trainees and Persons with Disabilities have to travel more than 80 kms from their homes to reach the nearest training center (or 40 kms in case of Special Areas) and who are availing of boarding and lodging arrangement made for them.
- To be paid to the SDCs / SDC operators as per the invoice raised by the SDC along with supporting

7.21 Stipend:

- No provision for stipend for schemes following BSDM guidelines except for severely disadvantaged groups.
 - 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 or the scheme specific guidelines
 - HIV / AIDS patients – INR 30 / day subject to maximum of INR 800 / month

Note:

- A minimum training duration of 6 hours per day will be assumed for calculation of total number of days for which stipend amount will be provided.
- 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.
- 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.
- To be paid directly to the candidates through their bank accounts

7.22 Food and To & Fro charges:

- No provision of food and To & Fro charges in case of non-residential training.

7.23 One-time Transportation cost:

- Applicable where residential training is being conducted
- 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.
- For such cases where BSDM allows residential training outside the State, BSDM will reimburse one-time transportation cost as per actual, subject to a maximum of INR 5000/- per trainee
- To be paid directly to the candidates through their bank accounts.

- This will be paid only to those candidates who have appeared for the assessment.
- The RTD partner should collect proof of transportation (ticket/etc.) from the candidates at the start of training. Within 30 days of assessment, the RTD Partner must submit the list of candidates along with proofs to BSDM, which will accordingly release this payment to candidates. If the RTD partner fails to submit the same in the above time limit, BSDM will not entertain the same any further.

7.24 Career Progression

- For every candidate who gets Rs 15,000/- (in hand) per month and holds the job for at least 3 consecutive months within the 1-year tracking period @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/- (in hand) for at least 3 consecutive months within the 1-year tracking period.
- To be paid to the SDCs / SDC operators

7.25 Counselling support including medical check-up for candidates placed in foreign countries:

- @INR 10000
- 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.
- To be paid to the SDCs / SDC operators

7.26 Placement Incentive

- If the batch placement rate (calculated basis certified candidates in a batch) is 80 to 85 % placement incentive will be – INR 3000 for each of the certified candidate who is deployed and continues in the job for at least 3 months.
- If the batch placement rate (calculated basis certified candidates in a batch) is more than 85 % placement incentive will be – INR 5000 for each of the certified candidate who is deployed and continue in the job for at least 3 months.
- This will be for wage employment only.
- To be paid to the SDCs / SDC operators

7.27 Post-placement support (PPS) for Special Areas/Groups for wage employment

- Special Areas in context of Bihar: Left Wing Extremists (LWE) as per the Home Ministry notification.
- Special Groups: Would comprise of Women, PwD candidates
- In order to enable the newly skilled persons from Special Areas/Groups (Women) 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:
 - Placement within District of domicile – 1 month for Men, 2 months for Women
 - Placement outside District of domicile – 2 months for Men, 3 months for Women

- Post Placement Support for Persons with Disabilities will be provided at the rate of Rs 3000/- per month as under: Post Placement support @ Rs. 3000/- per month for Men/Women
 - Placement within District of Domicile – 2 months
 - Placement outside District of domicile but within State of domicile – 3 months
 - Placement outside State of domicile – 6 months

Note: The amount will be payable to the eligible candidate after the placement definition is met. To be paid directly to the candidates through their bank accounts.

7.28 Assessment & Certification cost

- For QP/NOS courses – INR 600- 1500 as per the prevalent course / SSC assessment rate. The assessment agencies/ Sector Skill Councils (SSCs) shall raise invoices as per their prescribed assessment fee.
- Assessment Fee to be paid by the respective Departments directly to the assessment agency/SSC.
- In case of Re-assessment, the re-assessment fee will be borne by the concerned SDC/SDC operators and will be paid by them directly to the concerned assessment agency/SSC.

7.29 Attendance of the trainers: Trainers to remain present for 85% of the days for every batch.

7.30 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.

**** The entire process and cost norms as mentioned above under Point 7 above will be subject to revision/modifications as amended time to time by BSDM. The CEO BSDM will have the discretion to make stringent or to relax any of the above provisions either generally or particularly.**

**** Also, items which are not mentioned here but for which there is a guideline or mechanism available on BSDM website or portal, adherence by the Training Partner for such guidelines/norms will be mandatory under domain skilling program.**

8. Performance Review

The first Performance Review may be scheduled four months from the date of signing of the agreement (or as deemed fit by the department). 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-empanelment due to non- performance)

Performance of TPs shall be reviewed on the basis of achievement of training and placement targets against the Prospective Work Schedule (PWS) furnished by the TP or the target allocated at the time of signing of agreement with the department or thereafter.

- A Training Partner which has achieved less than 50% enrolment against the yearly target will be de-empaneled and its MoU will not be renewed for the next financial year.
- Performance of Training Centers of a Training Partner will be governed by clause 7.17 Grading of Training centers.
- Also Training Partner which have more than 50% of Training Centers under Grade C will be de-empaneled and its MoU will not be renewed for the next financial year.

8 List of the initial target in the specific sectors and courses and the districts allocated:
Annexure A

- The list of the sectors and respective courses in which target is allotted has been provided as Annexure A.
- The list of districts/ courses that the RTD Partner shall start within its skill development centers is mentioned in Annexure A to this Agreement. The list is subject to revision based on the decision of the BSDM.

Annexure A – List of the sectors and respective courses and targets allotted.

| SN | District | Sector | Course | Number of Centers in a District | Target till 31.03.20XX |
|----|----------|--------|--------|---------------------------------------|---------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Annexure-IV

Course details in which recruitment-training-deployment will be made.

| S N | Sector Name (Ex: Construction/ Health/ Tourism/ Solar/ IT etc.) | Course Name | Duration of Training (in Hours) | Whether customized course or QP course | Course code / ID (if QP) | Training will be Residential or Non- Residential | State and District of Proposed RTD-Center | |
|--------|--|----------------|---------------------------------------|---|-----------------------------------|--|--|----------|
| | | | | | | | State | District |
| | | | | | | | | |
| | | | | | | | | |

*The applicant will have to mandatorily submit for each course, the proposed syllabus and course curriculum to facilitate course approval by BSDM.

*Insert rows if applicable

Annexure-V

Annual Targets for recruitment-training-deployment:

| SN | Sector | Course /Job Role | No. of Candidates targeted for training and employment. | | | | | Total |
|-------|--------|---------------------|---|----------|----------|----------|----------|-------|
| | | | FY 25-26 | FY 26-27 | FY 27-28 | FY 28-29 | FY 29-30 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |

*The applicant will have to mandatorily submit for each course/ job role, the annual targets of recruitment-training and deployment. However, the above list will be an indicative list only and the organization will be free to actually train and place or employ candidates under different job roles as per their choice and requirement.

*Insert rows if applicable

Annexure-VI

**(Duly signed by the Authorized signatory and certified by a Chartered Accountant on CA's
letter head)**

Date: DD/MM/YYYY

On the basis of audited financial statements, We hereby submit that
(Name of organization), having registered office at,
has average annual turnover of INRfor last two/three financial year or A turnover
of INRin last financial year (whichever is applicable).

Financial year wise details are as follows:

| Sr. No | Financial Year | Annual Turnover (In Crores) |
|--------|--------------------------------|-----------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| | Average Annual Turnover | |

CA Details

Signature:

Name:

CA Firm Name:

Date:

Membership Number:

Firm Registration Number:

Mobile:

UDIN:

(Seal & Stamp)

Enclosures:

1. Audited Financial Statement of the respective financial year as mentioned in table above

Annexure-VII

(Duly signed by the HR/Authorized signatory and certified by a Chartered Accountant on CA's letter head)

Date: DD/MM/YYYY

Declaration

We hereby submit that (Name of organization), having registered office at..... hasemployees (as on date) on the payroll of the organization.

On behalf of the<organization Name>

Seal & Sign

Name

Designation

CA Details

Signature:

Name:

CA Firm Name:

Date:

Membership Number:

Firm Registration Number:

Mobile:

UDIN:

(Seal & Stamp)

Annexure-VIII

Self Declaration for Captive Employment

(Duly signed by Authorized signatory on the letter head of the Lead Partner)

Date: DD/MM/YYYY

Declaration

This is to certify that (Name of the organization), having registered office at..... will be employing% of successfully trained and certified candidates under RTD scheme at(Name of the organization) and group organizations. The recruited candidates will be offered an entry level monthly CTC of INR.....

Remuneration Details: (Annual)

Monthly Salary (CTC):(INR)

Other benefits (like PF/ESI, Fooding, Lodging etc.)

List of Job Vacancies:

| Sr. No | Job Profile | No of Vacancies | Job Location |
|---------------|--------------------|------------------------|---------------------|
| | | | |

Seal & Signature

For (Name of the Organization)

Annexure-IX

Letter of Intent

(Duly signed by Authorized signatory on the letter head of the organization(who has given the LOI)

Date: DD/MM/YYYY

The LOI given should **mandatorily** covers following points: (if the LOI is not containing any of the 12 points, BSDM may reject the LOI)

1. Name of the employing organization
2. Proposed designation (job profile)
3. Proposed requirement (Annual basis)
4. Proposed Salary (Monthly CTC):
5. **Remuneration Details:**
 - Monthly CTC: (INR):
 - PF/ESI:
 - Other benefits (like Fooding, Lodging etc.)
6. Validity of LOI:
7. Job Locations:
8. Email ID of the Employing organization (Only company domain ID is acceptable)
9. Working Mobile of concerned person
10. Seal & Signature of Authorized signatory
11. Counter signed by the Authorized signatory of the Applying organization
12. Website address of Employing Organization

Note: Only domain ID of the employing organization is acceptable as the same will be used by department for LOI verification purpose. Any other gmail/Rediff/any other domain id is not acceptable and LOI will be outrightly rejected.

Annexure-X

(On the letter head of the Organization & certified by a Chartered Accountant)

Date: DD/MM/YYYY

To WHOM IT MAY CONCERN

This is to certify that<Name of the Organization> having registered office at..... has successfully trainedcandidates and placedcandidates in last one year from the date of preparation of proposal i.e <Mention the current date>.

On behalf of the<organization Name>

Seal & Sign

Name

Designation

CA Details

Signature:

Name:

CA Firm Name:

Date:

Membership Number:

Firm Registration Number:

Mobile:

UDIN:

(Seal & Stamp)

Annexure-XI

(On the letter head of the Organization & certified by a Chartered Accountant)

Date: DD/MM/YYYY

To WHOM IT MAY CONCERN

This is to certify that<Name of the Organization> having registered office at..... has successfully placedcandidates in last one year from the date of preparation of proposal i.e <Mention the current date>.

On behalf of the<organization Name>

Seal & Sign

Name

Designation

CA Details

Signature:

Name:

CA Firm Name:

Date:

Membership Number:

Firm Registration Number:

Mobile:

UDIN:

(Seal & Stamp)

Terms of Reference (TOR), Fees to be charged by BSDM, Training Cost/s, Payment, and Other Terms:

1. Target population: A Bihar domicile only.

For a training center opened and operated outside Bihar, the applicant has to upload along with other required documents for each of the candidate a document evidencing that candidate is from Bihar only (for example Aadhar/ Residential Certificate)

2. Mobilization of Candidates: The responsibility to survey, counsel and mobilize the candidates will be on the RTD partner only. However, BSDM will use its best endeavours to assist in mobilizing the candidates through awareness in print media and through State machineries time to time.

3. Training Cost:

Category 1: INR 49.00 per candidate per course per hour

Category 2: INR 42.00 per candidate per course per hour

Category 3: INR 35.10 per candidate per course per hour

However, the BSDM will deduct portal usage charges @ INR 0.50 per candidate per course per hour from the above rates.

These rates are subject to revision every year as per BSDM cost norms which is generally revised as per MSDE common norms.

BSDM at the time of approval will categorize the approved courses of an Organization as per the above 3 categories based on their capital intensiveness and their likeness to the existing course categorization. The decision of the BSDM in this regard will be final and conclusive.

4. Target Beneficiary Age Group: Working age population – 15 – 45 Years.

5. Target Beneficiary: Minimum Qualification: No such minimum qualification is prescribed by BSDM for R-T-D model. However, the organization will be free to fix a minimum qualification as per the course of training and employment needs thereafter.

6. Training Duration: The proposed duration of training for each course have to be proposed by the organization and approved by BSDM post scrutiny.

7. Placement: Definition & Mandate:

- (i) **Placement Definition:** Placement to be mandatorily done in 3 months from result declaration date (of assessment/reassessment). 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 only.

In case of wage employment: Candidates should be placed in jobs that provide wages at least equal to minimum wages (**semi-skilled worker** as prescribed by the state but a minimum of 15,000 INR (CTC) where the deployment is done post recruitment and such candidates should

continue to be in jobs for a minimum period of 3 months, from the date of placement in the same or a higher level with the same or any other employer.

In case of self-employment: Candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade licence or setting up an enterprise or becoming a member of a producer group or proof of additional earnings (bank statement) or any other suitable and verifiable document as prescribed by BSDM/respective ministry or department.

Placement mandate:

In case of Recruit-Train-Deploy (R-T-D) model projects the placement % will be as agreed between the Industry partner and BSDM (or relevant department) but will be at least 80% of the total certified candidates of a batch. 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:

1. Salary package
 - CTC
 - Cash in Hand
 - Other benefits
2. Job Locations
3. Job Role
4. Other amenities

- (ii) Placement Mandate: The placement % will be at least 80% of the candidates who passed the assessment test.

Note 1: The offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities by the candidate. For the specific purpose of RTD model, Employment will mean wage employment only unless otherwise stated or allowed by BSDM for specific and unique kinds of projects (for ex. Entrepreneurship). Please note that offer letter will be conditional on only one ground i.e. passing of final assessment and deviation/changes will be allowed (in cases as mentioned below) in the conditional offer letter that has been given at the time of screening of candidate and the formalized offer letter that will be issued post completion of training.

Cases where changes/deviation in offer letter will be allowed by the BSDM.

- Better employment opportunity is offered to the candidate. Increase in remuneration will be a must condition even if there is change in any of the employment condition like change in employer and/or location.
- Change in employment condition will be subject to acceptance of new offer by the candidate.
- The organization should mandatorily seek approval of BSDM on deviation with acceptance letter given by the candidates before joining of candidates in respective employer.

Also, in case of unforeseen circumstances or events of force majeure, deviation from conditional offer letters may be allowed subject to immediate notice of the existence of such

conditions to the Bihar Skill Development mission and only by the specific permission from CEO, BSDM.

Such events include natural calamities, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority or when an prospective employer organization ceased to be a going concern. The decision of CEO, BSDM will be conclusive and binding with respect to existence of such conditions and consequent relaxation thereof from the conditional offer letters.

Note 3: Please note that the conditional offer letters of each candidate has to be uploaded on BSDM portal at the time of Batch Formation.

Note 4: If for a particular batch, the placement is not made as above (Placement Definition and Mandate) i.e. within the stipulated timeline and terms and conditions, the training fee and other payment already made to the organization for that entire batch, may be recovered by the BSDM. The decision of CEO, BSDM will be final, conclusive and binding on all in this regard.

However if the organization claims and seeks exemption that he has failed to deploy the candidate/s of a particular batch as per the stipulated norms or timelines, for just and proper reasons to the satisfaction of BSDM, CEO BSDM may relax the condition of recovery of payment already made for that batch.

For the Type A association (Industry Led):

However for the Type A association (Industry Led), out of the minimum 80% to be placed, at least 20% should be mandatorily placed within the lead/consortium industry and rest 60% may be placed at any other organization in the same sector. In case placements are proposed (60% of the 80%) at any other organization, then the selected organization will have to submit Placements Tie Up letter with such organization before approval of each batch.

For the Type D association “**Special Projects**”:

In case of Entrepreneurship not leading to wage employment, The entrepreneurship % will be at least 80% of the candidates who pass the assessment test.

8. Post Training / Placement tracking mandate:

All Certified candidates need to be marked as placed or unplaced on the BSDM portal in 3 months from result declaration date (either for fresh assessments or reassessment). Reassessment (if any) needs to be completed within 90 days from result declaration of the fresh assessment or as allowed by BSDM.

For Placed candidates

1 year of employment related tracking with the provision of uploading 6 months’ payslip (in the aforementioned 1 year) along with the bank statements for respective months showing the amount credited by the Employer. Other relevant details, which will also have to be furnished on the BSDM portal, are as follows:

For Wage Employment:

- 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 of the candidate in case of wage employment in informal sector – uploading mandatory

For Self-Employment:

- Date of Successful Completion of Training
- Name, Address, Sector and contact details of Venture – not mandatory
- Monthly earnings
- Candidates current contact number
- Declaration of data correctness from SDC operator
- Soft copy of venture registration / bank loan documents / bank statement / Self declaration by the candidate of earnings from self-employment for increased earnings – uploading mandatory

9. Empanelment Process of training centres of Organizations (as Skill Development Centres i.e., SDCs):

The organization would be required to register their each training center with BSDM on its web portal as a SDC in order to avoid duplication of center as well as the beneficiaries being trained in that center.

➤ SDC operator / SDC (due-diligence) empanelment processing fee:

A non-refundable processing fee of INR 1000 (To be revised by BSDM from time to time) per SDC will be charged from all the SDC applicants against the desk appraisal and due-diligence conducted by BSDM. This fee may be revised by BSDM from time to time.

➤ Centre Registration Fee and annual renewal fee from empaneled SDCs:

All empaneled SDCs will pay a center registration fee of INR 4000. The center registration will be renewed at the end of the financial year in case of satisfactory performance of the SDC. A renewal fee of Rs. 2000 per year shall be charged. However, the initial registration or any renewals thereafter for centres from the date of opening of empanelment / renewal shall be valid only up to the end of Financial year, in which the centre is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the center registration / renewal will cease to exist for all purposes legal or otherwise.

➤ Course Registration Fee and annual renewal fee from empaneled SDCs:

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 or any renewals thereafter for centres from the date of approval / renewal shall be valid only up to the end of Financial year, in which the course is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the course registration / renewal will cease to exist for all purposes legal or otherwise.

Note 1: Authorization as SDC shall be given subject to completion of all the prescribed procedural formalities and submission of all the requisite documents.

Note 2: BSDM shall not be liable to refund the processing fee even if the application for registration gets rejected or the organization withdraws the application.

Note 3: BSDM shall not be liable to refund the annual center registration fee and course affiliation fee once the centre is authorized as SDC and the centre code is generated if the organization wants to withdraw the application subsequently or is de-empaneled by the BSDM.

➤ **Refundable security deposit from candidates:**

INR 1000 will be taken as refundable security deposit (to be paid to BSDM through the SDC operator /i.e. the organization) from candidates which shall be refunded at the end of the course directly to the Bank Accounts of the candidates provided the candidate is certified and joins the offered placement.

Note: The refundable security deposit will be returned to the certified candidates immediately on approval of the 2nd invoice of the concerned training batch by the funding entity.

Note: In case the partner terminates the batch before candidates assessment result is declared, partner would be liable to return the security deposit of all the candidates

➤ **Performance Bank Guarantee (PBG) from the Training Partners:**

A PBG of INR 50,000/- per centre will be charged from the Training Partners before Letter of Award. The PBG will be subject to reimbursed/forfeited based on the performance of the Training Centre/Partner. The Training Partner must very carefully decide the location and number of Training Centers.

10. Release of Funds:

- 30% of the training fee as advance – Against a 110% BG at batch commencement for the entire batch size.

If advance is not taken

- **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).
- **30% of the training fee** – On passing the final assessment by the BSDM authorized assessment & certification agency – for the certified 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.
- **20% of the training fee** – For all the certified candidates after a minimum of 80% of the certified candidates in the batch have 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.

Note:

All the invoices of instalments shall be raised through the system and the payment will 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 for payment processing, BSDM shall be liable to pay simple interest on the due payment @ 0.5% per month till the time of actual payment.

In case in any of the skilling programs it is observed that there is a recovery to be made by the funding entity / department from the concerned SDC/Training Partner on account of the eventual training fee for finally certified candidates of a batch being less than the already paid amount (where any of the tranches before the final tranche are course completion / attendance based payouts) for that batch, the concerned SDC / Training Partner will be liable to pay the recovery amount to the concerned funding entity. If the SDC does not refund the established recovery amount to the department / funding entity, the department / funding entity can take legal action against the SDC / Training Partner

Also note that if the placement will not be made as per point 8 as above (Placement Definition and Mandate) i.e. within the stipulated timeline and terms and conditions, the training fee and other payment already made to the organization for that entire batch, may be recovered by the BSDM. The decision of CEO, BSDM will be final and conclusive in this regard.

In case of Entrepreneurship not leading to wage employment, triggering of payment milestone will be separately set-up depending on the nature of proposal.

11. Training Calendar:

Any training batch will start on weekly basis. In case any of these dates is a holiday the common batch starting date applicable will be the next working day.

12. Batch Size: Minimum 20 candidates per batch and maximum 40 per batch

Note: For any specific category of beneficiaries, exemption may be given by BSDM

13. Tool Kit or any other teaching aid or uniform: If required, this will have to be arranged by the organizations at their own cost.

14. Boarding and Lodging: Applicable where Residential Training is being conducted and only for certified candidates unless otherwise stated.

Note: A minimum training duration of 6 hours per day will be assumed for calculation of total number of days for which boarding and lodging amount will be provided.

Boarding and lodging cost at actuals for residential training subject to maximum per trainee per day as per table below:

- Rs. 375/- per day per trainee in X Category Cities/Towns.
- Rs. 315/- per day per trainee in Patna municipal corporation limits or Y Category Cities/Towns
- Rs. 250/- per day per trainee in other municipal corporations / municipal board limits or Z Category Cities/Towns.
- Rs. 220/- per day per trainee in all other areas including nagar panchayats
- Note: The above rates shall also be applicable for training programmes, anywhere in the country where women trainees and Persons with Disabilities have to travel more than 80 kms from their homes to reach the nearest training center (or 40 kms in case of Special Areas) and who are availing of boarding and lodging arrangement made for them.
- The above costs are applicable for FY 2022 -23 (for batches starting from or after 1st of May, 2022)

15. One time Transportation cost: Applicable where Residential Training is being conducted.

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.

For such cases where BSDM allows residential training outside the State, BSDM will reimburse one-time transportation cost as per actual, subject to a maximum of INR 5000/- per trainee

16. Career Progression (for every candidate who gets Rs 15,000 per month (cash in hand) and holds the job for at least 3 consecutive months within the 1-year tracking period) @INR 5000 per candidate.

Note: This component will be paid for all the candidates who receive a salary of INR 15,000/- (cash in hand) for at least 3 consecutive months within the 1-year tracking period.

Applicable for candidates with wage employment.

17. Counselling support including medical check-up: @INR 10,000 per candidate

Note: 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.

18. Placement Incentive:

If the batch placement rate (calculated basis certified candidates in a batch) is 80 to 85 % placement incentive will be – INR 3000 for all the certified candidates who are deployed and continue in the job for at least 3 months.

If the batch placement rate (calculated basis certified candidates in a batch) 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.

19. Post-placement support (PPS) for Special Areas/Groups for wage employment:

Special Areas in context of Bihar: Left Wing Extremists (LWE) Areas as per the Home Ministry notification.

Special Groups: Would comprise of Women, Persons with Disability (PwD) candidate

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:

- Placement within District of domicile – 1 month for Men, 2 months for Women
- Placement outside District of domicile – 2 months for Men, 3 months for Women

Post Placement Support for Persons with Disabilities will be provided at the rate of Rs 3000/- per month as under:

Post Placement support @ Rs. 3000/- per month for Men/Women

- i.) Placement within District of Domicile – 2 months
- ii.) Placement outside District of domicile but within State of domicile – 3 months
- iii.) Placement outside State of domicile – 6 months

Note: The amount will be payable to the eligible candidate after the placement definition is met. To be paid by the respective Departments directly to the candidates through their bank accounts

20. Assessment & Certification:

Assessment – Assessment of candidates who have met the assessment eligibility criteria of 80% attendance of the batch duration, unless otherwise specified in the scheme guideline.

For courses proposed under Recruit – Train – Deploy (R-T-D) model projects the assessment will be done by the Industry or TP or BSDM or jointly by BSDM and the industry/TP

- For Industry initiated or R-T-D model-based training programmes there will be a provision of self-certification (By the Industry Player / TP) or joint certification (Industry Player / TP & BSDM)

Government Training Providers of National or State repute can certify their successfully trained candidates post course approval from BSDM.

Assessment cost:

- Only for QP/NOS courses – INR 600- 1500 as per the prevalent course / SSC assessment rate will be paid by the BSDM to the respective SSC/assessment agency.
- For MES courses – INR 800/- or INR 1000/- or INR 1200/- per assessment as per the prevalent course assessment rate
- For Non-MES and Non-QP based courses the assessment fee payable (to a third-party assessor/assessment agency) will be INR 800 to be revised from time to time by BSDM.
- In the case of assessment by the organization itself, no separate assessment and certification cost will be paid.

End of the Document.