

# Haryana Building and Other Construction Workers' Welfare Board



GOVERNMENT OF HARYANA/हरियाणा सरकार  
**LABOUR DEPARTMENT/श्रम विभाग**



## Request for Proposal (RFP)

for

Empanelment of the four Skill Training Providers (STPs) one for each Zone

to impart skill training to the construction workers

Under the Construction Worker Skill Development Program (CWSDP)

**HARYANA BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE BOARD**

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## RFP No. HBOCWVB/2019/Skill

Online bids are invited from qualified bidders, as per eligibility criteria laid in Annexure 2 of this RFP. The bid shall be in two covers. The first cover shall have presentation as per Annexure 1 and second cover of the bid shall contain the documents as per technical criteria laid in Annexure 2. The bid is for empanelment of Four Skill Training Providers (STPs) one for each zone to impart skill training to the construction workers in the State of Haryana under the Construction Worker Skill Development Program (CWSDP).

The Bidders shall submit their bids documents only at <https://etenders.hry.nic.in> as per the dates mentioned below.

### Summary of Key Dates:-

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1	Publication of RFP	Document Download	06.07.2019 at 11:00 AM	--
2	Pre Bid Meeting	To understand the broad scope of the project	11.07.2019 at 11:00 AM onward	--
3	Start of submission of bid documents	Bid Submission	12.07.2019 at 9:00 AM	26.07.2019 at 11:00 AM
4	Technical presentation cover opening and presentation by the bidders	Presentation opening and marks award on presentation	26.07.2019 at 11:15 AM onwards till all the bidders make their presentation before the committee.	--
5	Technical Bid documents opening for award of marks for technical criteria(s)	Marks awarding on technical parameters	27.07.2019 at 11:00 AM but not before all bidders have finished their presentation before the committee.	--

**Mandatory and essential instructions to be followed for bid submission.**

1. This Request for Proposal (RFP) follows the Expression of Interest (Eoi) already issued by the Haryana Building and Other Construction Workers Welfare Boards (for short referred as Board) in this connected matter on dated 13<sup>th</sup> June 2018.
2. The Board with the approval of the State Government has decided to keep this RFP open for all eligible prospective bidders irrespective of the fact whether any one has applied against Eoi issued earlier or not.
3. The bidders who have applied earlier at Eoi stage, if interest for bidding at this stage also, shall have to bid again afresh against this RFP. The Demand Drafts for processing fee of Eoi earlier submitted shall not be refunded and shall not be considered/ adjusted against processing fee/ document fee of this RFP.
4. The bidders are not required to submit or send any hard copy of the presentation and technical bid documents.
5. All the above activities shall be held in the office of the Secretary to the Haryana Building and Other Construction Workers Welfare Board at Bays 29-30, Sector 4, Panchkula, Haryana.
6. As the bids are to be submitted at <https://etenders.hry.nic.in>, hence, the bidders are strongly advised to submit their bid well in time and use due diligence and get their digital signature as per requirement of e-tender website procured in advance, if need be.
7. No request or ground related to the above mentioned e-tender website shall be accepted by the Board for extension of last date of submission of bids or considering the offline submitted bid documents.
8. The bids submitted on <https://etenders.hry.nic.in> shall only be considered.
9. The bids submitted without above mentioned e-tender website and/or by any other method and/or beyond last date and time of submission as mentioned in this RFP or any corrigendum issued, if any, shall not be considered what so ever may be the ground.
10. The Board reserves the right to withdraw this RFP and cancel this bid at any stage without assigning any reason.

11. The Board may extend any date mentioned in above summery dates or issue any corrigendum as it may deem fit. In case of the corrigendum for any change in any subtentative matter of this RFP; the last date for submission of bid shall be extended for at least seven days.
12. It shall be duty of the bidders to amend their bids suitably, if already submitted, in case of corrigendum issued, if any.
13. For amount of processing fee/ document fee and EMD may make reference to clause 9.6 and 11 of this RFP. These payment instruments shall be in the form of Demand Draft favouring Secretary to the Haryana Building and Other Construction Workers Welfare Board payable at Panchkula.
14. The processing fee/ document fee is non-refundable.

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## 1. The Haryana Building and Other Construction Workers' Welfare Board.

### 1.1 An Overview

The State Government has constituted the Board, namely “The Haryana Building & Other Construction Workers Welfare Board” under section 18 of the “Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996” for the welfare of the construction workers who are the most vulnerable segment and the second largest unorganized labour sector after agriculture. The Board is headed by Hon’ble Minister of Labour & Employment, Haryana as its Chairman and the Labour Commissioner, Haryana is the ex-officio Secretary of the Board. The Board is functioning under the ambit of the Labour Department, Haryana and its office is located at Bays No. 29-30, Second Floor, Sector-4, Panchkula, Haryana.

The Board undertakes various welfare schemes for its registered workers including skill development. Under the Skill Development Programme for Construction Workers, the BOARD has planned to implement a project for up-grading the skills of its registered workers across the State. The Board is inviting bids from eligible bidders as against this RFP for empanelling the four Skill Training Providers, one for each zone, of repute having excellent domain expertise and knowledge of the construction sector for skill training in construction trades.

### 1.2 Core Activities of Board

The Board is ensuring the social security of the construction workers through various welfare schemes. The funds of the Boards are augmented by levy of cess @ 1 % on the cost of construction projects across the State of Haryana. The overall mandate of the Board is to upgrade the living standard of the construction workers by extending various kinds of supports including the skill up gradation.

## 2. The Construction Worker Skill Development Program (CWSDP)

### 2.1 About the CWSDP

The CWSDP aims to up-grade the skills of the registered workers engaged in building and other allied construction activities. This programme has been designed by considering the opportunities for better employment in the growing Construction Sector which is India's second largest employer and is presently facing huge dearth of skilled manpower. The CWSDP also envisions preparing the trainee candidates to become new entrepreneurs in construction sector.

### 2.2 Introduction to Programme

- i) To keep pace with the growing economy of the state and its futuristic planning of infrastructural development the need of skilled workforce is also increasing. This emerging need of skilled workforce is in line with the mandate of Board and thus this programme of Skill Training of Construction Workers in Haryana has been constituted.
- ii) There are over 6.0 lac active registered beneficiaries with Board in Haryana that will increase in times to come. Board has already earmarked a budget of 100.00 Crores for this programme.
- iii) Board has opted for nine relevant courses (Reference to clause 2.8 of this document) from the Construction Sector duly approved by the National Skill Development Corporation and as per the National Skill Qualification Framework. The training would be delivered by the empanelled Skill Training Provider (s) (STPs) at the Training Centres to be established by them. These STPs shall be empanelled through this RFP. The assessment and certification of the trained workers by these STPs shall be done by third party like Construction Skill Development Council of India - CSDC/ SCVT/NCVT etc. The Board has adapted the Common Norms framed by the Government of India to impart skill training across the country (Reference clause 3.2.3) that cover the funding pattern, certification mechanism and all other parameters of NSQF.

- iv) The construction workers registered with the Board are only eligible for this programme. The Board will assist the Skill Training Providers in mobilization of the candidates in each district by way of providing the list of registered construction workers. Unregistered eligible construction workers shall have to be registered with the Board as per norms so as to be trained under this programme and the STPs /Training Centres will facilitate in the registration of workers with the Board.

### **2.3 Obligations**

There are different stake holders of this programme and each of them has a role to play to achieve desired outcome. The obligations of the Board, Skill Training Providers, Training Center, Candidate and Employer are largely defined in subsequent clauses but they are likely to expand as the programme progresses.

### **2.4 Objective of Empanelment Process**

- i) To give impetus to skill initiatives in the State, Board intends to empanel Skill Training Providers (“STPs”) to provide wage/ self-employment linked skills training in a manner compliant with National Skills Qualifications Framework (“NSQF”) notified by the Ministry of Finance on 27<sup>th</sup> December 2013 and the Common Norms notified by the Ministry of Skill Development and Entrepreneurship, Government of India on 15<sup>th</sup> July, 2015 and to meet the objectives of Board.
- ii) The empanelment of Skill Training Providers shall be based on evaluation of the presentation and technical criteria of bidders/applicants.
- iii) No financial bids shall be sought in this RFP. The training cost or any other rates/cost stipulated in the Common Norms as amended from time to time shall be adopted by the Board.
- iv) Applicants selected for empanelment pursuant to this RFP shall be allocated work to impart skills training in Haryana in one zone as per method prescribed in this RFP. Costing of sanctioned work shall be determined in

accordance with the Common Norms notified by the Ministry of Skill Development and Entrepreneurship and as amended from time to time.

- v) At present, various Departments of the Government of Haryana are engaged in skilling activities by procuring the services of skill training providers/ agencies/ Non-Governmental Organizations (NGOs)/ academic institutions, etc. The objective of this RFP is also to empanel skill training providers which may be engaged in various skill development programs in construction sector.

## 2.5 General Terms of Empanelment

- i) Applicants/bidders must be eligible to apply for empanelment as per eligibility criteria laid in Par A of the Annexure 2 of this RFP.
- ii) On the basis of proposals submitted by bidders in response to this RFP, Board will select the most appropriate STPs eligible for providing NSQF-aligned skill training to the registered workers with Board. The tenure of the empanelment shall be for a period of three (3) years from the date of empanelment provided the STPs continues to fulfill all eligibility and performance conditions laid therein or as may be amended by Board from time to time. This tenure of empanelment can be further extended for a period of two years with mutual consent and satisfaction of the Board.
- iii) Various factors may be considered for the performance review. At the time of empanelment renewal, documentary support for eligibility qualifications and credentials must be furnished to Board as suggested.
- iv) Board, at its discretion, can modify or terminate the empanelment earlier than the expiry of the three (3) year period in the event of change in law or due to other relevant reason(s) or clauses of the agreement signed with the STP upon empanelment.
- v) Board, at its discretion, can terminate the empanelment of an STP earlier than the expiry of the three (3) year period in the event of failure of STP to remain eligible in view of prevailing eligibility conditions (as revised from time to time) or to perform as per contract deliverables or other relevant

reason(s) given in writing to the STP.

- vi) Empanelment of STP's shall initially be undertaken only for the Construction Sector but since the programme is open for the family members of the registered workers in Haryana, Board may in times to come consider these STP's for empanelment for others sectors also that may be useful for other members of their family.
- vii) Empanelment with Board does not guarantee or assure the STP any form of assured income/ award of work/ retainer fees or any such assured benefits etc.
- viii) The Board may empanel more than one STP for different location (s) based upon the merit in evaluation of the bid and performance later on.
- ix) The Board may increase or decrease from time to time the number of trades for skill training in respective Training Centres in any district taking in account the number of candidates available for a particular trade in the particular district.
- x) Submission of proposal and paying of proposal processing fees or EMD under RFP doesn't guarantee empanelment or approval of the Training Centers or allocation of target/seats under this programme.

## **2.6 Target Allocation**

- i) Targets would be allotted per training centre per job role based on the projection of the applicant by empanelled STP. However, the Training Centre can make enrolments as per the market trend; market situations and industry demand with prior approval of the Board for change in targets.
- ii) If the training centre fails to enroll students as per the projections or targets they can come back to the Board for revision of targets but if it continues to fail to enroll desired trainee the Board is free to alter or withdraw the empanelment of STP in part or full or take any other step as it may deem fit in the interest of the programme as whole.

## **2.7 Funding for the CWSDP**

- i) The Board shall provide funding for the CWSDP.

- ii) The empanelled STPs at their own cost shall establish and operationalize the Training Centres in the Districts allotted to them, in accordance with the Common Norms / standards stipulated and revised time to time by the Common Norm Committee of Ministry of Skill Development and Entrepreneurship, Government of India.
- iii) No advance shall be paid to any empanelled STP for establishment/ construction/ operationalization of any TC.

## 2.8 List of Courses

- i) Presently this skill development program is for nine job roles and is based on the following Qualification Packs developed under the National Skill Qualification Framework (NSQF):

Sr. No.	Qualification Pack (QP)	QP Code	NSQF Level	Total Hours	Educational Qualification
1	Assistant Mason General	CON/Q0102	2	350	5 <sup>th</sup> Class
2	Assistant Bar Bender & Steel Fixer	CON/Q0202	2	350	5 <sup>th</sup> Class
3	Assistant Shuttering Carpenter	CON/Q0302	2	354	5 <sup>th</sup> Class
4	Assistant Scaffolder System	CON/Q0314	2	350	5 <sup>th</sup> Class
5	Assistant Construction Painter & Decorator	CON/Q0502	2	350	5 <sup>th</sup> Class
6	Assistant False Ceiling and Drywall Installer	CON/Q1103	2	350	5 <sup>th</sup> Class
7	Plumber General	PSC/Q0104	3	350	5 <sup>th</sup> Class
8	Mason Tiling	CON/Q0104	4	350	5 <sup>th</sup> class
9	Helper Electrician	CON/Q0601	2	350	10 <sup>th</sup> Class

- ii) The Board may increase or decrease the job roles/ trades / skill sectors under this programme from time to time in the overall interest of the skill training requirements of the construction workers and their families.

## 2.9 Training Centres Location Zones

The 22 Training Locations have been divided in to four Zones as under:

Zone Name	Locations of the Zone
Ambala - Zone 1	i) Ambala ii) Panchkula iii) Yamunanagar iv) Kurukshetra v) Kaithal
Rohtak -Zone 2	i) Rohtak ii) Panipat iii) Karnal iv) Sonapat v) Jhajjar
Gurgaon - Zone 3	i) Gurugram ii) Faridabad iii) Palwal iv) Mewat v) Rewari vi) Mahendragarh
Hisar - Zone 4	i) Hisar ii) Fatehabad iii) Sirsa iv) Jind v) Bhiwani vi) Charkhi Dadri

## 3. General Scope under RFP and Deliverables

### 3.1 Scope

- i) The Board invites bids to this RFP for the selection of four Skill Training Providers (STPs) one for each zone to implement its Construction Worker Skill Development Programme in the State of Haryana for the registered Building and Other Construction workers. The tenure of the empanelment shall be for a period of three (3) years from the date of empanelment provided the STPs continues to fulfill all eligibility and performance

conditions laid therein or as may be amended by Board from time to time. This tenure of empanelment can be further extended for a period of two years with mutual consent and satisfaction of the Board.

- ii) Only registered construction workers are eligible for this programme.
- iii) Initially a total of 22 Training Centres shall be established on a scale of one per district and categorized into four zones as per reference clause 2.9.
- iv) The number can be increased in future depending upon the requirement for imparting the training.
- v) The Department of Skill Development & Industrial Training, Haryana has agreed to provide the existing infrastructure such as workshop, rooms and open land available in the Government Industrial Training Institutes. The availability of such infrastructure is as per following table:-

Sr. No.	District	Availability of Workshop	Availability of three rooms	Availability of one acre open land
1	Sonepat	Yes	Yes	Yes
2	Ambala and Hisar	No	Yes	Yes
3	Faridabad, Gurugram, Kaithal, Panipat, Charkhi Dadri, Sirsa, Kurukshetra, Bhiwani, Palwal, Nuh and Fatehabad	No	No	Yes
4	Karnal, Yamunanagar, Rohtak, Jind, Jhajjar, Mahendragarh, Panchkula and Rewari	No	No	No

- vi) The STPs may utilize the available infrastructure of the Government ITIs as mentioned in the above table. The STPs shall have to pay the rent (as assessed by PWD deptt.) to such ITIs for the infrastructure provided by them.
- vii) In case, where classroom are not made available, temporary classrooms may be constructed at the space/location allotted by the ITIs.
- viii) The empanelled STPs may also construct the workshops in all the allocated ITIs locations for all the nine trades or as many are approved by the Board in any particular district location at his own cost.
- ix) The norms for construction of such classroom and workshops shall be



Common Norms as defined and notified by the Ministry of Skill Development and Entrepreneurship, Government of India from time to time.

- x) Board will assist the Skill Training Provider in mobilization of the candidates in each district by way of providing the list of registered construction workers.
- xi) The list of equipment to be used for training purposes will be as per the respective QP-NOS published by CSDCI and can be downloaded from the link <http://www.csdcindia.org/qualification-packs-model-curriculums>. or as changed by the concerned Ministry from time to time.
- xii) At the end of the course, third party assessment shall be carried out and certificates shall be issued by Construction Skill Development Council of India (CSDCI)/ NCVT/ SCVT.

### **3.2 Deliverables shall majorly include**

#### **3.2.1 General Deliverable**

- i) The STPs shall provide necessary infrastructure, trainers, hardware items and other resources for smooth operations of these skill training programmes as per the Common Norms notified by the Central Government in this regard from time to time.
- ii) The STPs shall construct / establish/ operationalize the allotted Training Centres in stipulated time as per Common Norms.
- iii) The STPs shall provide the skill training to trainee workers in the letter and spirit of this skill training programme.
- iv) Coordination and supporting with Board for smooth functioning of this programme, as per requirement.
- v) Providing complete documentation at least one copy of the content of the training modules etc.
- vi) To maintain the data of trainee in soft copy
  - a) By capturing the registration number and Aadhaar No. of trainee at all training centre.
  - b) Ease of Administration and reduction in Manual work.

- c) Efficient, Effective and Transparent Processes.
- d) Eliminate chances of duplication / fake reporting by STPs
- e) Gather accurate analytical data for help in better decision making by Board/ Government for welfare of workers.
- f) Improving the Quality of this training programme and Information to all the functionaries and stake holders.

### 3.2.2 Placement and Post Placement Tracking:

- i) The STP shall track all the successful certified trainees for wage and self-employment, at least for a period of six months and shall ensure that minimum 50% of such trainees shall be placed in wage employment, within a period of three months of completion of training.
- ii) Post placement tracking of individual worker / trainee will be done by the STP for six months after getting placed and shall submit the proof of placement. The STP shall also submit the details of self-employment of remaining trainees.
- iii) The Skill Training Provider will organize Placement drives / Job Melas for arranging employment opportunities to the eligible and interested trainees.
- iv) The STPs would be responsible for establishing tie-ups with employers in the construction sector having requirement of trained manpower.
- v) Scheduling of placement drives and interview would be undertaken by the STP in consultation with the Board.
- vi) Any malpractice and fraud, if found, with respect to placement, will be dealt strictly and the Board reserve the right to take appropriate strict legal action including withholding of any further payments.
- vii) The STP would submit reports in pre-agreed formats as and when required by the Board.
- viii) Reports shall be submitted to the Board showing the overall progress of the Training Centres / project.

### 3.2.3 Common Norms

- i) Central government in its National Policy for Skill Development and

entrepreneurship 2015, decided to establish common norms for rationalization of various Skill Development Programmes of central government ministries / departments. This policy stipulated that State Governments would also be aligning their skill training programmes with these Common Norms in due course of time so as to bring uniformity and standardization. These included standards for inputs/output, funding/cost norms, third party certification and assessment cost etc., while allowing flexibility to meet the requirements of different parts of the country and its different socio economic groups.

- ii) All Skill Development courses offered under the scheme framework must conform to the National Skill Qualification Framework (NSQF) notified on 27.12.2013 and amended from time to time which provides for transition of all training/educational programmes/courses so as to be NSQF compliant by the third anniversary date of the notification of the NSQF (i.e. after 27.12.2016). Government funding would not be available for any training or educational programme/course if it is not NSQF compliant. All Training Providers / Training Centers, empanelled/ approved by the various Ministries/Departments of the Government of India/State Governments/NSDA/NSDC/Sector Skill Councils would need to comply with this requirement of the NSQF, failure to do which, would lead to their de-listing by the concerned empanelling/approving authority.
- iii) The Board hereby has decided to adopt these Common Norms for this skill training programme.

#### **4. Roles and responsibilities of Stake Holders in the Programme.**

##### **4.1 Responsibilities of Board**

###### **4.1.1 General**

As owner of the programme/ project, the role of Board in the successful implementation of the project includes discharging the following responsibilities but not limited to:

- i) Provide Space in the ITIs wherever possible.
- ii) Empanel the STPs through this RFP.
- iii) Provide data of Registered Workforce & Register new workers.
- iv) Approve the Training Centres or get them approved from any external agency as soon as they are declared to be ready by the STP.
- v) Issue Training Centre approval letter and target allocation
- vi) Batch Approval.
- vii) Disbursement of payment to STPs as per funding and payment milestones stipulated in common norms notified by the MoSDE, Government of India.
- viii) Make payment of the third parties like approving or assessment or certifications agencies.
- ix) To identify the officials for smooth conducting of the project/ programme
- x) To ensure that all the participating officer/officials take active part in project.
- xi) To identify key points of contacts who would be able to dedicate quality time with the STPs for effective implementation of this programme.
- xii) To conduct review meetings at regular intervals to monitor the overall progress of the project.
- xiii) To ensure participation and support from all in the implementation of the project.
- xiv) To provide all the formats of forms or reports to be used in the programme.
- xv) To ensure speedy centralized issue resolution.
- xvi) To ensure timely sign - offs.
- xvii) To provide necessary support and resources, whatever and wherever applicable as per this RFP, to the STPs during the implementation of the programme.
- xviii) To handle the crucial deviation in the programme, if any.

#### **4.1.2 Assessment & Certification of Trained Workers**

At the end of the course, third party assessment shall be carried out and certificates shall be issued to the pass candidates by Construction Skill

Development Council of India (CSDCI)/ NCVT/ SCVT. All assessment fees shall be paid by the Board directly to the (CSDCI)/ NCVT/ SCVT.

#### 4.1.3 Constitution of Project Management Unit - PMU

The Board shall constitute a Project Management Unit which shall have one person from each zone as designated by STP(s) and one officer from the Board. The PMU shall monitor over all implementation of this programme.

### 4.2 Responsibilities of empanelled STPs

#### 4.2.1 General

The following are roles and responsibilities of the empanelled STPs for this skill training programme.

- i) To establish and operationalize the Training Centres in each District, within the Municipal Limits and in accordance with the Common Norms / standards stipulated and revised time to time by the Common Norm Committee of Ministry of Skill Development and Entrepreneurship, Government of India. Preference may be given to the space provided by the Government ITIs, as mentioned in clause 3.1 (v) of this document.
- ii) To follow and adopt all the Common Norms of this skill training programme.
- iii) Coordinate with Board for all purposes.
- iv) Coordinate with Sector Skill Council for all purposes.
- v) Train the Trainee /workers.
- vi) Submit list of batches to the Board for approval.
- vii) Database & Document Management of admission, assessment, result, Certificate & payment.
- viii) Monitor Quality, Norms and Timelines at all their Centres.
- ix) Mobilization of Candidates for Enrolments.
- x) Marketing & Advertising for the enrolment of trainee at their own cost.
- xi) Coordination in Assessment, Results and Certification.
- xii) Mobilize Prospective Employers & Ensure placement of Certified Candidates
- xiii) Post Placement Tracking.

- xiv) The STPs shall follow the Common Norms to the extent relaxed/modified/ amended, if any, by the Board from time to time.
- xv) The STPs shall provide reporting from time to time for any related issues.
- xvi) To ensure proper maintenance of trainee data.
- xvii) To provide full documentation of training content.
- xviii) To make reports at specified periodic intervals on progress of the project.
- xix) To follow the terms and conditions as specified in this RFP documents and in any other subsequent related documents issued by the Board or its concerned authorized officers.
- xx) To monitor the project as a whole. Any appropriate tool for project monitoring has to be provided by the STPs at his cost. The Board officers shall also be provided the login id to this tool.
- xxi) The STPs shall handover all the relevant data in readable form from this tool at the exit of the contract for record of the Board.
- xxii) Selected Skill Training Provider shall follow Accreditation, Affiliation & Continuous Monitoring norms of Government of India for these Training Centres.
- xxiii) Training Skill Provider shall be responsible for setting-up of training centres' resources, setup, trainers, trainee mobilization, training, placement and post placement activities.
- xxiv) STPs shall have to conduct Kaushal and Rojgar Melas in the presence of MP/local MLA/Dignitaries and State Government Officials every six months with advance good press /media coverage.
- xxv) Registration of trainees and batch formation to be done in consultation with Board and shall abide by all rules & regulations laid down by Board.
- xxvi) STPs shall have MoU / Industry Alliance to provide internships, on-the-job training and placement facilitation for trainees.
- xxvii) Trainers should match education qualification & experience criteria as per Common Norms.

#### 4.2.2 Responsibilities at Training Centre

- i) Establish Infrastructure as per Common Norms
- ii) Arrange Tools and Equipment as per Common Norms
- iii) Provide Faculty and Staff as per Common Norms
- iv) Enrolment of Students
- v) Training & Internal Tests
- vi) Soft Skills & Placement Preparations
- vii) Provisions of basic amenities for the trainees during the full cycle of the programme.

#### 4.2.3 Project Management Unit - PMU

The STP (s) shall designate full time one person per zone in the Project Management Unit of the Board who shall be the single points of contact for coordination in routine and periodically work/ review matter for all the roles and responsibilities of the STP.

#### 4.3 Responsibilities of Project Coordinator/Project Manager of the Board

The Project Coordinator/ Project Manager or known by whatever name is the key person who serves a pivotal role in this project. The roles and responsibilities of the Project Coordinator are as follows:

- i) To ensure close coordination of all the participants and the external agencies involved in the project.
- ii) To give the valuable inputs during the implementation of the programme.
- iii) To take steps to mitigate any potential impediment that might surface during the course of the project.
- iv) To resolve any issue and if need be escalate to appropriate competent authority for its swift resolution.
- v) To monitor the overall progress of the project.
- vi) To ensure timely release of the payments as per agreed payment schedule.
- vii) Any other work in the interest of smooth implementation of the project timely.

#### 4.4 Responsibility of the Employers

Although the employers would not be privy to the contract entered between the empanelled STPs and Boards under this RFP but are privy due to connected and concerned subject matter of this skill training programme. Also, they are otherwise under legal obligation to the Labour Department and Boards under the relevant applicable statutes. Hence, employers shall ensure the following:-

- i) The construction workers working under his/her control directly or indirectly are registered with the Board as beneficiaries.
- ii) The working construction workers in need of skill up gradation are motivated to participate in this training programme.
- iii) The skill acquired / trained workers are employed as per need of the work.
- iv) To extend all coordination and cooperation to the empanelled STPs and Board in making this skill training programme a success.

#### 5. Time Schedule for establishment of allotted Training Centres by empanelled STPs

##### 5.1 Establishment of Training Centre

- i) The empanelled STP shall establish allotted Training Centres within 90 days from the date of allotment at a designated place mutually decided with Board.
- ii) The time period of 90 days shall commence from the date of actual possession offered to STP or date of allotment letter, whichever is later.

##### 5.2 Adoption of Common Norms for establishment of Training Centres

- i) The training centre shall follow all Common Norms strictly that are prescribed by the Sector Skill Council including mandatory parameters, space, rooms, lab, open areas, shed, machinery, equipment and faculty (Reference to clause 3.2.3 of this RFP).
- ii) Training Center will always keep in stock adequate office/lab supplies, consumables and raw material as per the job roles.
- iii) The Training Center will maintain the entire set up available at the time of



inspection and in no case any machinery, tools or equipments be removed or replaced with inferior quality without knowledge of the Board. Any such violation at any stage shall be dealt with strictly.

## **6. Inspections, Testing and Acceptance of Training Centres for use**

- i) The Board shall undertake an exercise of Inspection, Testing and User Acceptance of the Training Centres as soon as the STP declares the Training Centres are ready to be used for actual use.
- ii) The Boards may get these TCs approved from the sector specific council or committee of the Officers representing the Board.
- iii) The cost or fees as the case may be for these inspections, testing shall be borne by the Board.
- iv) The TCs are to be designed, constructed, and established to meet all functional, non-functional and management requirements as mentioned in this Document/ Common Norms.
- v) Any correction, replacement or modification etc. in any article/item of Training Centres as directed / suggested by the inspecting team if directed / suggested due to non-confirming the Common Norms shall have to be implemented by the STP at his own cost and within 30 days.

## **7. Clash of Interest**

- i) The bidders / applicant shall ensure that there is no clash of interest with Board, its previous and ongoing projects and business interests.
- ii) Further bidder after empanelment for this programme shall ensure that there shall not be clash of interest with any of its previous agreements or undertakings to any other organization.
- iii) Any Applicant found to have a Conflict of Interest is liable to be disqualified. Any misrepresentation shall lead to disqualification of the Applicant.

## **8. Exit Management at the completion of the project period**

- i) The STP shall expressly seek permission of the Boards for extension of project beyond three years. If permitted only then can continue for next two years.
- ii) At the time of completion of the project for three years or five years as the case may be; the STPs shall complete the last batch (s) enrolled for training if enrolled before the last date of completion of the said time period.
- iii) The STPs after the completion of training of last batch of empanelment period of three years or five years or any shorter period due operation of any other clause of this RFP as the case may shall leave the training site of the ITIs within 30 days in the conditions and shape as is where is as it was at the time taking possession.

## **9. Request for Proposal (RFP) - Essential Aspects**

### **9.1 Who can bid as against this bid**

- i) All interested persons can bid for empanelment as STP under this RFP.
- ii) The interested bidders must be qualified in terms of the eligibility criteria in part A of the Annexure 2 of this RFP.
- iii) This Request for Proposal (RFP) follows the Expression of Interest (Eol) already issued by the Board in this connected matter on dated 13<sup>th</sup> June 2018.
- iv) The Board with the approval of the State Government has decided to keep this RFP open for all eligible prospective bidders irrespective of the fact whether any one has applied against Eol issued earlier or not.
- v) The bidders who have applied earlier at Eol stage, if interested to bid at this stage, shall have to bid again afresh against this RFP.
- vi) The Demand Drafts for processing fee of Eol earlier submitted shall not be refunded and shall not be considered/ adjusted against this RFP.

### **9.2 Distribution of RFP document i.e. Tender Documents**

- i) A complete set of the RFP i.e. Tender Document shall be available on the

website <https://etenders.hry.nic.in>. as per the summery key dates given on page no. 2 of this RFP document.

- ii) The time schedule for issue, pre bid meeting, closing, presentation, opening of bids etc. of the RFP i.e. tender document shall be as per summary key dates as mentioned at page no. 2 in the tender document earlier.
- iii) The bidder shall bear the risk of delay in getting knowledge about the issuance of the Tender Documents for any reasons whatsoever.

### **9.3 Cost of Bid Preparation Process**

The bidder shall bear all the cost associated with the preparation, submission of bid including presentation, any travelling expenses and their participation in the Empanelment Process. The Board shall in no case be responsible or liable for any such costs. Board will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment Process.

### **9.4 Instruction for the Bidder**

- i) The bidders are expected to examine all instructions, forms, project requirements and other information in the RFP i.e. Tender documents.
- ii) Failure to furnish all information required by the Tender documents or submission of a bid not substantially responsive to the Tender documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.
- iii) Each Applicant must submit a single proposal only, irrespective of the choice of Zone in which the Applicant wants to get empanelled.
- iv) In case of violation of above, the EMD money of both applications may be forfeited and bids of all such applications may be treated as disqualified.
- v) The bidders shall indicate the order of choice of zones as per reference clause 2.9 of this RFP in the Annexure 3. The allotment of Zones shall be done on merit list to be prepared using the predetermined criteria.
- vi) One STP shall be allocated one zone only. The locations of the respective zones are indicated in reference clause 2.9 of this RFP.

- vii) However, if the total qualified bidders remain less than four then Board shall offer the un-allocated zone (s) to the qualified bidders in order of merit. The bidders may exercise the right to refusal and in that eventuality such zone (s) shall be offered to the bidder next in merit so on and so forth till all zone (s) are allocated.
- viii) The Board may also go for re-bidding for the unallocated zone (s) or may adopt any other method/procedure for allocation of the locations of the unallocated zones among the qualified bidders.

#### **9.5 The bid processing fee/ document fee.**

- i) The processing fee/ document fee shall be non-refundable one-time fee of INR 25,000/- (Twenty-Five Thousand Rupees only), is to be submitted by all applicant bidder in shape of a demand draft in the name of Secretary to the Haryana Building and Other Construction Workers Welfare Board payable at Panchkula.
- ii) The DD shall be deposited in the office of the Secretary of the Board on or before the last date of submission of the bid and its scanned copy may be enclosed with the bid documents.
- iii) The non-submission of processing fee/ document fee or its late submission shall disqualify the bidder.

#### **9.6 Termination / Revision of RFP**

- i) Notwithstanding anything contained in this document, Board, reserves the right to cancel/terminate the proposal process without assigning any reason whatsoever, at any time prior to signing of the agreement.
- ii) Further, Board reserves its right to revise or amend this document any time for any reason by issuance of addendum/ corrigendum.
- iii) Board shall have no liability for this cancellation / termination / revision what so ever.

## 10. Bidding Process

### 10.1 Important dates

The date for issuance of RFP, pre bid meeting, closing of bid submission, opening of bids - Technical as well presentation are as indicated above in Summary of Key Dates at page no. 2 of this RFP document.

### 10.2 Pre Bid Meeting

- i) To understand the broad scope of the project a Pre Bid Meeting is planned which is to be held as per summary of key date as mentioned on page no. 2 of this RFP.
- ii) Interested applicants/bidder can participate in that and resolve their queries, doubts about the scope or programme as whole, if any.
- iii) No separate invitation will be sent and changes in date, if any, shall be notified on the e-tender website itself only.
- iv) Please note that the dates and times are final, however, the Department reserves the right to change the same at any point of time. The bidders would, however be intimated of the changes on the same e-tender website and by no other means as and when it happens.

### 10.3 Bid Cover documents submission and Signing

1. Complete bid proposals must be submitted to <https://etenders.hry.nic.in/> on or before the specified Date & Time in the Two Bid Cover format
  - Presentation Bid Cover,
  - Technical Eligibility Criteria Cover.
2. The bid, consisting of the documents listed in the instructions should have legible scanned document while uploaded and shall be digitally signed by the Bidder or a person or persons duly authorized by the Bidder.
3. All the documents comprising the bid shall be serially page-numbered. Only detailed complete bids in the form indicated above received prior to the closing time and date of the bids shall be taken as valid.
4. The processing fee/ document fee as per clause 9.6 (i) of this RFP, which is

non-refundable, is to be submitted in the form of Demand Draft in favour of Secretary to the Haryana Building and Other Construction Workers Welfare Board payable at Panchkula. The DD should be submitted separately in the office of Secretary to the Haryana Building and Other Construction Workers Welfare Board. The scanned copy of DD may be enclosed with the bid documents.

5. The bid shall be summarily rejected if it is not accompanied by the bid processing fee/ document fee.
6. The bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.
7. Each Applicant must submit a single proposal only, irrespective of the choice of zone in which the Applicant wishes to get empanelled.
8. In case it is found at any time during or subsequent to the Empanelment Process or anytime during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Applicant or that the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith. If any Agreement/ Contract signed, that shall be liable to be terminated by a communication in writing by Board to the Applicant, without Board being liable in any manner whatsoever to the Applicant.
9. Board reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP.
10. Failure of Board to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of Board there under.
11. The bid documents should be properly indexed and paginated as per format in this RFP document.
12. The documents comprising the bid should be legible and no part of the bid documents is blackened or hidden.
13. The failure of the bidders to comply above instruction shall make bid unresponsive and shall be summarily rejected.

14. The bid documents should address all the requirements specified in this RFP documents and should contain but not be limited to the sections specified in the RFP.
15. Any other information that is to be submitted during the course of bid process

#### **10.4 Documents comprising the bidder's bid and Format**

The bid shall be in two covers constituting of the following documents:

##### **10.4.1 The first cover of the bid shall include**

1. Presentation by the Bidder reference Annexure 1
2. The choice preference of zone by the bidder reference Annexure 3.
3. The scanned copy of bid processing fee/ document fee as per reference to clause 9.6 (i) of this RFP.
4. The scanned copy of the Earnest Money Deposit (EMD) as per reference to clause 11 of this RFP.

##### **10.4.2 The second cover of the bid shall include**

1. Bid Letter in format BL 1 (Covering Letter).
2. The legible second documents of the bid as documents for Technical Eligibility Criteria laid in Annexure 2.
3. All relevant attachments/ schedules duly completed.

#### **10.5 Language of Bid**

The Bid and all correspondence and documents related to the Bid exchanged by the Bidder shall be written in English language only. Supporting documents and printed literature furnished by the Bidder may, however, be in another language provided that they are accompanied by an accurate translation of the relevant passages in English language.

#### **10.6 Correspondence with the Applicant**

Board reserves the right to not entertain any correspondence with any Applicant in

relation to acceptance or rejection of their or any Bid.

#### **10.7 Preliminary Process to be confidential**

- i) Information relating to the examination, clarification and comparison of the bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award of empanelment to the successful bidders has been announced.
- ii) Board will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.
- iii) Board may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Board.

#### **11. Earnest Money Deposit (EMD)**

- i) The bid should be submitted along with an EMD of Rs. 10,00,000 (Rupees Ten Lakh Only). Those bids without this EMD will be summarily rejected. The Demand Draft /Banker's Cheque/Pay Order of Scheduled or Nationalized Banks/Call deposit receipts payable at Panchkula should be drawn in favour of Secretary to the Haryana Building and Other Construction Workers Welfare Board Payable at Panchkula. The instrument for EMD must be submitted in the office of Secretary to the Haryana Building and Other Construction Workers Welfare Board before the last date and time of bid submission. The failure of which shall reject the bid.
- ii) The EMD of those bidders that are rejected during the technical evaluation stage will be returned within one week from the date of the decision. The EMD of the remaining unsuccessful bidders will be returned after one week from the date of signing the agreement with the successful bidder (s). The EMD of the successful bidder (s) shall be returned to the vendor on



submission of Performance Guarantee by the bidder. The vendor shall not claim any interest on the EMD. The EMD money may remain deposited in the Board account during this period.

- iii) A Letter of Intent (Lol) will be issued to the Successful Bidder (s) as per merit list order for allocations of zone of their choice. However, if any successful bidder (s) is/are unable to sign the Lol/ contract within 15 days from the award of the empanelment contract, the EMD will be forfeited and the award will be treated as withdrawn. Board reserves the right to award the contract to the next bidder(s) as per merit order by treating it as unallocated zone, who will also be required to sign the Lol/contract as per the terms and conditions of this document and so on so forth.

## **12. Consortium / Sub-Contracting / Franchising**

- i) Sub-Contracting, Sub-letting or Franchising is strictly NOT permitted for any applicant at any stage of application or selection or operations of the Training Centres.
- ii) Consortium of maximum three parties is permitted.
- iii) In case of consortium there has to be one lead bidder and the other (s) would be termed as consortium partner (s). The bid must specifically mention as to who is lead bidder failure of which shall make bid non-responsive bid.
- iv) The bidders bidding in consortium shall furnish copy of their agreement on stamp paper of Rs. 100/- and duly signed and stamped by attorney or oath commissioner otherwise the documents of consortium partner (s) shall not be considered for any purpose in the bid.
- v) In case of consortium the lead bidder has to qualify the two years incorporation eligibility criteria individually where as other parameters can be best of any one as detailed in reference annexure 2.
- vi) However, for the purpose of evaluation of the Scoring Matrix in eligibility criteria (Reference Annexure 2) credentials/documents of lead bidders and consortium partner (s) shall not be added.
- vii) In case of consortium the Board will correspond and sign the agreement only

with the lead bidder who will be solely responsible and accountable for all commission/ omission of acts/ deeds under this agreement.

- viii) In no case the Board will entertain the consortium partner(s) as independent identity for any purpose of this RFP.

### **13. Late Bids, modification, withdrawal, clarification etc.**

#### **13.1 Late Bids**

Bids received after the due date and time for any reason whatsoever.

#### **13.2 Modification, Substitution & Withdrawal of Bids**

The Bidder is not permitted to modify, substitute, or withdraw the bid after its submission.

#### **13.3 Withdrawals of Proposal**

The Bidders/Applicants cannot withdraw their bid proposals after submission. Information supplied subsequent to the bid submission due date shall not be considered, unless the same has been expressly sought for by Board.

#### **13.4 Clarification on Bids**

- i) Board on its own motion or if so asked, if deemed necessary, may issue interpretations and clarifications to all/any Applicants. All clarifications and interpretations issued by Board shall be deemed to be part of the RFP.
- ii) Verbal clarifications and information given by Board or its employees or representatives shall not in any way or manner be binding on Board.
- iii) If at any time during the evaluation process Board requires any clarification, it reserves the right to seek such information from any or all of the Applicants and the Applicants will be obliged to provide the same with supporting documents in the specified time frame.

### **14. Bid Evaluation and Award of Merit List**

#### **14.1 General Guidelines for Opening of Bids**

Bid is to be submitted in two covers (Presentation and Eligibility Criteria document

evaluation) as indicated in the Tender document. There will be two bid opening and marks awarding events, namely Presentation and Eligibility Criteria documents/credentials.

#### **14.2 Venue of Technical Presentation and Eligibility Criteria document opening**

The venue of these events is given as below:

Venue: Office of the Secretary to the Haryana Building and Other Construction Workers Welfare Board,  
Bays No. 29-30, Sector 4, Panchkula, Haryana.

If the specified date of bid opening is declared a holiday for Board the bids shall be opened at the appointed time and location on the next working day/specified date.

#### **14.3 Technical Presentation**

- i) As a first step the presentation of the bidders, who would have submitted their bids only through e-tender website portal at <https://etenders.hry.nic.in> shall be entertained.
- ii) The marks shall be awarded as against the presentation documents submitted and actually presented and queries explained by the presenting team to the bid evaluation committee.
- iii) The presentation should be of only ten minutes and of not more than ten slides which contains all the relevant information about the parameter sought in the clause reference Annexure 1.
- iv) The team of not more than two persons of any particular bidder shall make presentation before the committee.
- v) In case no one appears in-person for presentation by any bidder, the marks shall be awarded based upon the presentation submitted in first cover of the bid and no request shall be entertained for change in date and time of presentation.

#### 14.4 Opening of Technical Bids

Bids will be opened in the presence of the Bidder or the bidder's representatives, if present, on the specified date, time and venue in this document. If the bidder's or his representative is present at the event, he/ she shall sign an attendance register to acknowledge his/ her presence for the same.

#### 14.5 Screening of bid applications

1. Prior to evaluation of Proposals, Board shall determine whether each Proposal is responsive to the requirements of the RFP. A bid proposal shall be considered responsive only if:
  - a) it is received as per terms and conditions of the whole of the RFP document;
  - b) it is received by the due date;
  - c) it is accompanied by the Processing Fee/EMD etc.;
  - d) it does not contain any condition or qualification; and
  - e) it is not non-responsive in terms of this RFP.
2. Board reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Board in respect of such application.

#### 14.6 Correction of errors

Prior to the detailed evaluation, Board will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. No Correction in the bid shall be entertained after submission of the bid.

Board may, at its discretion, waive any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. If a bid is not substantially responsive, it will be rejected by Board and may not subsequently be made responsive by the bidder by correction of the nonconformity.

#### **14.7 Evaluation Procedure for Eligibility Criteria document opening and evaluation**

- i) After having awarded marks on technical presentation, the Eligibility Criteria document shall be evaluated using 'Technical Bid Evaluation Criteria' to award marks. An indicative list of evaluation criteria is given in Annexure 2.
- ii) The bidders securing equal to or more than 30 marks in technical Eligibility Criteria bid documents shall be treated as Technically Qualified Bidders.
- iii) The presentation marks of only the Technically Qualified bidders will be added for further processing of the bid.
- iv) The presentation and technical eligibility criteria scores secured by each bidder will be added using weightage of 30% and 70% respectively to compute a Composite Bid Score of each qualified bidder.

#### **14.8 Merit List of Bidders**

- i) The merit list of bidders shall be prepared in descending order as per composite bid score for award of bidders empanelment as STP for this Project.
- ii) The bidder scoring the highest score in merit list shall be ranked as one and next as second so on and so forth.
- iii) In the event of composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated at higher rank in merit list for empanelment as STP.
- iv) If the technical score are still tied, the bidders having highest score on number of already functional Training Centres as mentioned in reference clause annexure 2 shall be given higher rank in merit list.
- v) If still tied the one having higher score on turn over criteria shall be placed on higher rank in merit list.
- vi) If still tied, the draw of slip of their name method shall be applied.

#### **14.9 Acceptance or Rejection of Bids**

Board reserves the right to accept or reject any bid, and to annul the bidding

process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected. In that case the EMD shall be refunded and no other costs.

## **15. Financial Bid**

The bidders are not required to make any financial bid under this RFP as the rates as per Common Norms shall be made applicable for making payment to the STPs for imparting the training. In order to bring about uniformity and standardization in the implementation of various Skill Development Programmes by different Ministries / Departments, the Government of India has approved constitution of a Common Norm Committee as the apex body to update and suitably revise the Common Norms. The constitution of committee and the common norms were notified by the Ministry of Skill Development and Entrepreneurship vide notification no. H-22011/2/2014-SDE-I dated 15<sup>th</sup> July, 2015. The Annexure-I appended to the said notification endows the base cost of per hour of training for different trades / sectors as Rs. 38.50 for category-I trades, Rs. 33/- for category-II and Rs. 27.50 for Category-III. The base cost for different sectors was increased by 5% vide notification no. H-22011/2/2014-SDE-I dated 28<sup>th</sup> February, 2017 i.e. Rs. 42.40 per hour for category-I, Rs. 36.40 per hour for category-II and Rs. 30.20 per hour for category-III. Presently, the base cost is Rs. 46.70 per hour for category-I, Rs. 40.00 per hour for category-II and Rs. 33.40 per hour for category-III, as amended vide notification no. H-22011/2/2014-SDE-III dated 31<sup>st</sup> December, 2018.

These hourly base rates are inclusive of the cost components such as:

- i) Mobilization of candidates
- ii) Post-placement tracking / monitoring
- iii) Curriculum
- iv) Placement expenses
- v) Trainers' training
- vi) Equipment
- vii) Amortization of Infrastructure costs / Utilities

- viii) Teaching Aids
- ix) Raw Material
- x) Salary of trainers

## **16. Allocation of Zones to the qualified bidders / empanelled STPs.**

### **16.1 Notification of award**

Prior to expiry of the period of the bid validity, Board will notify the merit list of composite score of the bidders in writing at Labour Department, Haryana website [www.hrylabour.gov.in](http://www.hrylabour.gov.in) and send the same to the e-mail IDs of the bidders. The Board will promptly notify each unsuccessful bidder and will discharge their Earnest Money Deposit (EMD).

### **16.2 Allocation of Training Centre Zones and Award of Empanelment as STPs**

- i) The training centre Zones shall be allocated to the bidders as per ranking order in the merit list prepared as per clause reference 14.8.
- ii) The bidder at rank number 1 shall be allocated that zone which the bidder has indicated as his first choice.
- iii) The bidder at rank number 2 shall be allocated that zone which the bidder has indicated as his first choice in his bid but if that zone stands already allocated to bidder at rank number 1 he shall be allocated the zone indicated at choice 2 in his bid.
- iv) The bidder at rank number 3 shall be allocated that zone which the bidder has indicated as his first choice in his bid but if that zone stands already allocated to bidder at rank number 1 or 2 he shall be allocated the zone indicated at choice 2 in his bid. If that too stands already allocated to either of bidder at rank 1 or 2 in the merit list then he shall be allocated the zone indicated at choice 3 in his bid.
- v) The similar procedure shall be adopted for allocations of the zone to the bidder at rank 4 in the merit list.
- vi) In simpler words the bidder at lower rank in merit list shall be allocated the zone of his choice as per his choice preference order the bidders has

applied for except already allocated to ranks above this bidder so on and so forth till all the zones are allocated.

- vii) In case any zone(s) has/have not been indicated or does not get allocated due to less than four qualified bidders such zone (s) shall be allocated as per the following rules.
- viii) The bidders as per merit order shall be given the chance to choose at least one zone of their choice amongst the un-allocated zones. However, the bidders shall have right of refusal. Alternately the Board may also re-bid these unallocated zones.

### **16.3 Signing of contract**

- i) At the same time as Board notifies the empanelment list of STPs it will also issue the Lol/ work order to respective empanelled STP along with his allocated zones who in turn shall submit a non-judicial stamp paper of Rs. 100/- for execution of the contract.
- ii) In case of consortium, the lead bidder shall be responsible for successful execution of the contract with the Board. The contract will be executed between the Board the lead bidder of the consortium.
- iii) Failure of the empanelled STPs to accept the contract within time period of 15 days from the date of the award letter/Lol, shall constitute sufficient grounds for the annulment of the award (s), in which event, Board may treat those zones as un-bid zone (s) and allocate to other STPs as per rule to followed for un-bid locations in reference clause 16.2 or may call for new bids.

### **17. Performance Guarantee - Bank Guarantee (BG)**

- 1. On receipt of notification of award of empanelment from Board the STPs shall also deposit an irrevocable performance guarantee equivalent of Rs. 25.00 lac per allocated zone within 15 days of the issue of Lol/ Work order in the shape of a bank guarantee and commit to fulfill the following conditions.



- a) The Training Center (s) on the allocated zone shall be set up by the STPs as mentioned in above clause reference 5 for timelines.
  - b) STP (s) shall write to the Board at least one week prior to the expiry of time line as per clause (a) above to get these centres inspected by sector skill council or any committee or agency as the Board may deem fit for inspection. Any short comings reported in the inspection must be removed within 30 days of the inspection report being given to the STP.
  - c) Upon approval of the Training Center; the STPs would submit a list of eligible Candidates enrolled in that center to the Board within 60 days of the approval letter. The number of eligible candidates should not be less than 50% of the capacity of the batch in each trade or target allotted by the Board.
2. The guarantee shall be in the form of Deposit at Call Receipt/ Banker's Cheque/ Pay Order/ Demand Draft/ Guarantee Bond from any Nationalized/Scheduled Bank in favour of Secretary to the Haryana Building and Other Construction Workers Welfare Board payable at Panchkula.
  3. The performance guarantee shall be valid up to three years from date of commence of Training Centres. The commencement of Training Centre shall means when first batch has been enrolled for training.
  4. In case the empanelment of STPs get extended for next two years post completion of three years, the STPs shall get the validity of the Performance Guarantee extended to cover such enlarged time of completion of empanelment.
  5. After completion of empanelment period and training of last batch the Board shall return the Performance Guarantee without any interest if not forfeited for violation of any provision (s) of this RFP.
  6. In the event of contract being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Board. The bidder shall not seek any interest or appreciation of the amount deposited with Board.

## 18. Quality Assurance

It is the responsibility of STPs to provide Quality Assurance in all services related to Trainees. STPs must ensure that the entire Infrastructure, Tools, Equipments and other basic facilities are as per quality defined in the Common Norms.

### 18.1 Delays in Performance Schedule

The STPs shall perform the tasks under the project in accordance with the activity schedule specified by the Board as per this Tender document. An unexcused delay by the STP in the performance of its contract obligations shall render the STPs liable to any of the following sanctions:

- Forfeiture of its Performance Guarantee.
- Termination of the contract for default.

If at any time during the performance of the contract, the STPS encounters conditions impeding timely completion of the services under the contract and performance of services, the STPs shall promptly notify Board in writing of the reason for the delay, its likely duration and causes. As soon as practicable, after receipt of the STPs notice, Board shall evaluate the situation and may at its discretion extend the STPs time for performance, in which case the extension shall be ratified by an amendment of the contract.

## 19. Corrupt, fraudulent, unethical practices and use due diligence

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of Board official in the process of contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a Tendering process or the execution of a contract detrimental to the interests of Board and includes collusive practice among Bidders (prior to or after bid submission) designed to establish non-competitive levels and to deprive Board of the benefits of free and open competition. “Unethical Practice” means any activity on the part of bidder, which tries to circumvent Tender process in any way. Unsolicited offering of discounts, etc. after opening of first bid will be treated as unethical practice. Board will reject a bid for award and also may debar

the bidder for future Tenders in Board if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

### **19.1 Contacts during Proposal Evaluation**

Proposals shall be deemed to be under consideration immediately after they are opened and until such time Board makes official intimation of award/ rejection to the Applicants. While the Proposals are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain from contacting, by any means, Board and/ or their employees/ representatives on matters related to the Proposals under consideration.

### **19.2 Verification of Information**

It shall be deemed that by submitting a Bid, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from Board;
- c) satisfied itself about all matters, things and information necessary for submitting an informed Proposal and for execution of work in accordance with the RFP and for performance of all of its obligations there under.

### **20. Resolution of disputes by Arbitrations and jurisdiction of Court,**

- i) Board and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute or controversy arising between them under or in connection with the contract.
- ii) If not resolved by mutual discussions between the parties or in the event of any doubt, dispute or differences arising under the tender agreement or in connection wherewith except as to matters the decision on which is specifically under the terms and conditions of this tender; the same shall be referred to the arbitration appointed in mutual consent between the Board and the bidder.
- iii) The award of the Arbitrator shall be final and binding on the parties, be

settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in Panchkula / Chandigarh in English language only.

- iv) Any matter arising out of the above contract or project or for the procedure for the appointment of the STP shall be governed by the Laws of Union of India.
- v) Only Courts at Panchkula (with exclusion of all other Courts) shall have the jurisdiction to decide or adjudicate on any matter or dispute which may arise. The parties agree to submit themselves to the jurisdiction of such court.

### **20.1 Overriding Authority for Clause conflict**

In case of any conflict arising out between two clauses, workability of any technical specification, operation of the terms and conditions of this RFP as a whole; as a first dispute resolution alternative; the Administrative Secretary of the Labour Department shall be the sole over riding authority to decide on such matter for smooth operations of the mandate of this RFP. The STPs shall be given the opportunity to represent their case before deciding anything likely to affect their cost.

### **21. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile to the other party's address, and confirmed in writing by the other party. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### **22. Use of documents and Information**

The Bidder shall not, without prior written consent from Board, disclose/ share/ use the any document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Board in connection there with, to any person other than a person employed by the Bidder in the performance of the contract. The Bidder shall not, without prior

written consent of Board, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related document (including this Tender document) issued by Board, other than the contract itself, shall remain the property of Board and shall be returned (in all copies) to Board on completion of the Bidder's performance under the contract if so required by Board.

### **23. Currency of the bid**

Although the financial bid is not sought in this RFP document, however, the currency of the Bid wherever mentioned should be in Indian Rupees only.

### **24. Period of bid validity**

- i) The bid shall be valid for 180 days after date of opening of the bids.
- ii) If any bidder withdraws his tender before the 'said' period or makes any modifications in the terms and conditions of the tender which are not acceptable to Board, then the department shall, without prejudice to any other right or liberty, be at liberty to forfeit the entire said Earnest Money Deposit absolutely.
- iii) In addition to all these, the bidder will not be allowed to tender for any work of Board for a period of five years.
- iv) The validity of Proposals may be extended by mutual consent of Board and the Applicants/bidder.

### **25. Payment Schedule to STPs for Training Centre operations.**

- i) The release of payment to STPs shall be installment wise, in accordance with the Common Norms / standards stipulated and revised time to time by the Common Norm Committee of Ministry of Skill Development and Entrepreneurship, Government of India.
- ii) The funds shall be released to the Skill Training Providers as per the following schedule:

Installment	Stage	Installment Stage
1 <sup>st</sup>	Commencement of Batch	30%
2 <sup>nd</sup>	Certification of Trainees	50%
3 <sup>rd</sup>	After two months of placements as tracked in provision of this RFP.	20%

- iii) The percentage in above table shall be calculated of the amount arrived by multiplication of actual number of trainee enrolled, number of training hours approved for that particular trade and prevailing Common Norms rates per hour.
- iv) The hourly rate for each of the following course will be as defined in the Common Norms. The below table is the indicative of presently prevailing rates, however, the rates in the Common Norms as amended from time to time shall be finally applicable for payment.

Course Category	Rate Per Hour (INR)
Category I	46.70
Category II	40.00
Category III	33.40

- v) The Common Norms rates as prevailing at the time of commencement of the Batch shall be applicable and so remain applicable duration of that particular batch.
- vi) The payment for installment as against 2<sup>nd</sup> and 3<sup>rd</sup> installment shall be made only for the candidates actually declared passed by the third party. The excess of the 1<sup>st</sup> installment in respect of failed candidates, if any, shall be adjusted in 2<sup>nd</sup> and 3<sup>rd</sup> installment of the Batch.

## 26. Penalties

The bidder shall be liable for deduction of payment in case of delay/non-completion of assigned job in stipulated time from the date of award as to be decided case to case after given an opportunity of hearing by the Competent

Authority but not more than 5 percent of the overall billing in a year for the particular Training Centres.

**27. Compliance of Labour Laws for the manpower employed at Training Centres.**

It shall be entirely the responsibility of the STPs to make compliance of the various Law including Labour Laws for the manpower working under this project and shall be the employee of the STPs only. The STPs shall make the relevant statutory payment to ESI/EFP etc. as applicable. The Board shall not be responsible for such lapse on the part of STPs, if any.

**28. Disclaimer**

- i) The Board is inviting proposal for the scope of work mentioned herein through this RFP. The information contained in this RFP or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Board or any of its employees or its advisors, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii) This RFP is not an agreement and is neither an offer nor invitation by Board to the prospective applicant/bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and thus obtain independent advice from appropriate sources.
- iii) The Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does

not imply that the Board is bound to select an Applicant or to empanel the selected Applicant.

- iv) The Board accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a proposal.
- v) The Board reserves the right not to proceed with the RFP and bidding process or invite afresh with or without amendments at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline, to discuss the proposal further with any party submitting a proposal in response to this RFP. Information provided at stage is merely indicative.

## 29. Abbreviations

Abbreviation	Full Form
Board	BOARD
CWSDP	Construction Worker Skill Development Program
FY	Financial Year
Board	Haryana Building & Other Construction Workers Board
IST	Indian Standard Time
MIS	Management Information System
NSDC	National Skill Development Corporation
NSQF	National Skill Qualification Framework
Project	CWSDP
Programme	CWSDP



RFP	Request for Proposal
SMART	SMART Portal ( <a href="http://smart.nsdcindia.org">smart.nsdcindia.org</a> )
SOP	Standard Operating Procedures
SSDM	State Skill development Mission
STP	Skill Training Provider
STT	Short Term Training
TC	Training Center
TOR	Terms of Reference
TP	Skill Training Provider / Training Partner
Tender Document	RFP
UT	Union Territory

## BL 1 - Bid Submission Letter

Date: *[Insert Date]*

To,

**The Secretary  
Haryana Building and Other Construction Workers' Welfare  
Board, Bays No.29-30, Sector 4, Panchkula, Haryana.**

Dear Sir,

### **Sub: Bid for empanelment as Skill Training Provider**

Having examined the RFP i.e. Tender Document, as downloaded from <https://etenders.hry.nic.in> is hereby acknowledged, we, the undersigned, offer to bid for empanelment as Skill Training Provider to construction workers of the BOARD and put RFP mentioned Training Centres into full operations, in full conformity with the said Tender Documents. We undertake, if our bid is accepted, to commence work on the Project and to achieve Operational Acceptance within the respective timelines stated in this Document. We declare that we have studied the Tender Documents and are making this bid with a stipulation that you shall award us Contracts for empanelment as STPs including all incidental terms and conditions and other services specified in the Tender Documents. We have read the provisions mentioned in the Tender Documents and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in the bid shall not be given effect to.

We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Tender Documents. We agree to abide by this bid, consisting of this letter, the technical specifications, the Price Schedules as mentioned Common Norms. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

**Dated this** [insert number] day of [insert month], [insert year]

**Signed:**

In the capacity of [insert Title of Position]

Duly authorized to sign this bid and on behalf of [insert Name of Bidder]

**Attachments:**       1.  
                                  2.

## Annexure 1 - Technical Presentation

### Presentation (30 Points)

All applicants who have submitted their bid at <https://etenders.hry.nic.in>, which includes the copy of presentation as well in first cover of the bid shall only be eligible to make presentation.

All of them shall be required to make presentation in front of the nominated committee as per clause reference 14 of this RFP. The applicant should make a presentation highlighting the following points as the marks would be awarded against below mentioned head by the committee.

- 1) Company Profile
- 2) Implementation Plan
- 3) Proposed Strategy for Mobilization
- 4) Innovation & Value Addition
- 5) Placement and post placement tracking  
(Please give detail pertaining to the proposed mobilization strategies and best practices that the applicant will adopt for mobilization of candidates for training).

The duration of presentation and number of slides for the presentation must be adhered as specified in this RFP document in reference clause 14 of this RFP.

## Annexure 2 - Technical Evaluation Criteria

### Part A: - Qualifying Eligibility Criteria

The bid shall have to qualify against each of below mentioned eligibility criteria of part A.

Sr. No.	Eligibility Criterion	Document (s) Required	In case of consortium to be considered of
1	Applicant should have completed at least two years of its incorporation/ registration / formation etc. as on 31.03.2019	Certificate of Incorporation / registration etc. of the Legal Entity / Copies of Local Tax Registration, TIN, PAN, GST registration etc.	Lead bidder only.
2	Should have minimum average Turnover of 5.0 Crores in Skill Development Training in the last two financial years 2017-18, 2018-19.	Audited Balance Sheet for FY 2017-18, and Audited/ un-audited Balance Sheet for FY 2018-19. A certificate from CA stating that required turnover is pertaining to the skill development training in format as per Annexure 4.	Best of anyone but will not add
3	Should have been affiliated/ empanelled/ registered Training Partner/ Training Provider of NSDC	NSDC Affiliation / Empanelment / Registration Certificate having validity as on date of last date of bid submission.	Certificate of any one
4	STP Should have trained at least 5,000 candidates in last two years i.e. 2017-18, 2018-19 in Skill Development courses.	A Self Attested Statement mentioning in the prescribed format at Annexure 5.	Best of anyone but will not add
5	The applicant must have at least 20 trainers certified by Sector Skill Councils on his rolls.	Self attested declaration with list of certified trainers in the format prescribed at Annexure 6.	Best of anyone but will not add
6	The bidders should not have been black listed / debarred in the last five years by any Government entity in India by Central / any State/ UT Government Department / PSU/ Board/	Self attested declaration with in format prescribed at Annexure 7.	Self-certificate duly signed by the Promoter/ Director of the company/ firm etc.

	Corporation for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.		
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**Part B: - Scoring Matrix (Maximum 70 Marks)**

The applications would be evaluated on the basis of the following scoring matrix wherein quantitative value and relevant scores are given against each parameter in the table below. Documentary proofs are to be attached against each claim.

The scoring shall be done as per reference clause 14 of this RFP.

Sr. No.	Parameter	Documents	Scoring		
			10	12	14
1	Cumulative turnover in Last 2 Years in Skill development training (Cr.) 2017-18, 2018-19	As per Part A of this annexure 2 and annexure 4.	Minimum 10.00 Cr.	Above 10.00 cr. but less or equal to 15.00 cr.	More than 15.00 cr.
2	Number of Approved Training Centres in Last 2 Years i.e. 2017-18, 2018-19	As per annexure 9	Minimum 10	11 to 20 (both inclusive)	21 or more
3	Number of persons Trained in Last 2 Years 2017-18, 2018-19	As per annexure 5	Minimum 5,000	More than 5,000 and up to 10,000	More than 10,000
4	Number of placement of skilled persons in last two years 2017-18, 2018-19	As per annexure 8	Minimum 500	More than 500 upto 1,000	More than 1,000
5	Number of trainers as on 31.03.2019	As per annexure 6	Minimum 20	More than 20 upto 40	More than 41

### Annexure 3 - Choice of Zone

#### Choice of Zone as reference clause 9.4

Zone Name	Please write your choice as first, second, third and fourth in front of each zone.
Ambala - Zone 1	
Rohtak - Zone 2	
Gurgaon - Zone 3	
Hisar - Zone 4	

#### Instructions:-

1. Use word to mention order of choice i.e. first or second or third or fourth.
2. It is mandatory to fill order of choice for all the four zones.
3. If choice for any zone(s) is found blank, the Board shall allocate the zones as per its discretion.

#### Annexure 4 - Turnover from Skill Training

*(To be submitted strictly in the following format on the letter-head of chartered accountant and must be duly signed and stamped.)*

#### TO WHOMSOEVER IT MAY CONCERN

On the basis of audited / un-audited financial statements, we hereby certify that *(Name of Agency)* having registered office at *(Office address)* has an average annual turnover of Rupees\_\_\_\_\_from Skill Training in the last two financial years (i.e. 2017-2018 and 2018-19). The year-wise break-up of annual turnover is as under:

Sr. No.	Financial Year	Annual Turnover from Skill Training (In Rupees)
1	2017-18	
2	2018-19	

(Name of Chartered Accountant):

Signature

Name

Registration No.

Contact No.

Seal:

Date:

Place:

Note: Financial statements for the last two financial years i.e. 2017-2018, 2018-19\* should be submitted by the bidder.

*(\* In case, audited balance sheet for FY 2018-19 is not available, then provisional balance sheet may be submitted, subject to submission of audited balance sheet by 30<sup>th</sup> Sept., 2019.)*

## Annexure 5 - Person Trained

*(To be submitted strictly in the following format on the letter-head and must be duly signed and stamped.)*

### TO WHOMSOEVER IT MAY CONCERN

We, \_\_\_\_\_ (name of company/firm/society etc.)  
\_\_\_\_\_ have trained \_\_\_\_\_ (number) \_\_\_\_\_ candidates during the last two financial years i.e. 2017-18 and 2018-19, details of which are given hereunder:-

SN	Name of the Trained Person	Name of Project	Location / State	Job Role /QP	Level
1					
2					
3					

Authorized Signatory

Name

Seal:

Date:

Place:



## Annexure 6 - Certified Trainers

*(To be submitted strictly in the following format on the letter-head and must be duly signed and stamped.)*

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that the below mentioned trainers are certified by the Sector Skill Councils in their respective job roles and are working with us, as on date:-

SN	Name of the Trainer	Qualification	Years of Experience	Certified in QP	Certificate No.

Authorized Signatory

Name

Seal:

Date:

Place:

## Annexure 7 - Declaration for Non Blacklisting

*(To be submitted strictly in the following format on a Stamp Paper of INR 100)*

***Format for Self-Declaration certifying that the Entity/Promoter/s of Entity are not blacklisted***

### **Declaration**

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2019.

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person

## Annexure 8 - Post Training Placement and performance

(To be submitted strictly in the following format on the letter-head and must be duly signed and stamped.)

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that We, \_\_\_\_\_(name of company /firm/ society etc.) \_\_\_\_\_have placed \_\_\_\_\_(number) candidates during the last two financial years i.e. 2017-18 and 2018-19, details of which are given hereunder:-

Sector	FY 2017-18			FY 2018-19		
	Trained	Placed in wage employment	Placed in self employment	Trained	Placed in wage employment	Placed in self employment

Authorized Signatory

Name

Seal:

Date:

Place:

## Annexure 9 - Details of Training Centres

(To be submitted strictly in the following format on the letter-head and must be duly signed and stamped)

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that We, \_\_\_\_\_(name of company / firm/ society etc.) \_\_\_\_\_ have / had total \_\_\_\_\_(number) training centres during the last two financial years i.e. 2017-18 and 2018-19, details of which are given hereunder:-

S.N.	Training Centre Name	Complete Address	State	Training is State Sponsored or Central Govt. Sponsored	Training Centre Started from	Courses/ Jobs Roles run so far	Details of Current Project /training	Remarks, if any
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Authorized Signatory

Name

Seal:

Date:

Place:

*Note:- If training centre is non-operational mention the date from which it is non-operational in remarks column.*