

INVITATION FOR EXPRESSION OF INTEREST

[STATE PROJECT LIVELIHOOD COLLEGE SOCIETY]

**For Empanelment of Training
Partners for Livelihood Colleges of
Chhattisgarh**

State Project Livelihood College Society
Old Police Headquarters Premises, GE Road, Raipur (CG) 492 001
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Invitation of Expressions of Interest (EoI)

Ref. No.:SPLCS/Notice/EoI/2017/432

Date: 20/11 /2017

State Project Livelihood College Society invites proposals from firms having a proven track record in imparting skill development training, for providing training to the youth of Chhattisgarh in Livelihood Colleges.

The scope of work, terms and conditions, etc. are detailed in the Expression of Interest (EoI) Information Document, which can be downloaded from splc.cgstate.gov.in.

Interested firms who meet the qualification criteria may furnish their Expression of Interest Proposal with all the necessary documents (self attested) in sealed cover along with the covering letter duly signed by an authorized signatory and a non-refundable processing fee of Rs. 10000/- (Rupees Ten Thousand Only) in the form of a Demand Draft (drawn in favour of "CEO-State Project Livelihood College Society", payable at Raipur) on or before 14th December, 2017 by 16:00 hours at the following address:

**The Chief Executive Officer
State Project Livelihood College Society
Old Police Headquarters Premises,
GE Road, Raipur (Chhattisgarh) 492 001**

Modifications/amendments/corrigenda, if any, shall also be made available on the aforementioned websites. The issuer reserves all rights to reject any or all proposal(s) without assigning reason therefore.

Chief Executive Officer

TABLE 1: KEY DATES AND CONTACT DETAILS

SN	Milestone	Timeline
1	Release of invitation of Expression of Interest	22/11/2017
2	Last date for online submission of clarifications sought by interested parties	30/11/2017, 5:00 p.m.
3	Publication on the SPLCS website of responses on the clarifications sought	07/12/2017
4	Deadline for submission of proposals	14/12/2017, 5:00 p.m.
5	Publication of the sector-wise proposing parties list on the SPLCS website	21/12/2017, 5:00 p.m.
6	Presentation and discussion for (a) determining whether an interested party is to be identified as a Training Partners, and (b) in case of such identification, discussion on Empanelment with SPLCS*	29/12/2017 11:00 a.m.

* In case it is required to have one or more interactions with interested parties, time and place will be notified by the issuer.

Disclaimer

While this Information Document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by State Project Livelihood College Society (SPLCS) or any of its employees, advisers or agents, as to or in relation to the accuracy or completeness of this Document, and any liability therefore is hereby expressly disclaimed. Interested parties may carry out their own assessment, analysis and/or investigation before submitting their response to the notice inviting Expressions of Interest (EoI).

This Document does not constitute an offer or invitation, or solicitation of an offer, nor shall this Document or anything contained herein form a basis for any contract or commitment whatsoever.

Invitation of EoI shall under no circumstances create any right in favour of any party responding to or participating in this Training Partner (TP) identification and empanelment process, in case the process of identification and/or empanelment to State Project Livelihood College Society (SPLCS) is closed, withdrawn or cancelled before issuance of an offer to be a Training Partner; nor shall SPLCS be liable to explain the reason of such closure, withdrawal or cancellation of the Training Partner identification and empanelment process.

The activities listed to be carried out by SPLCS as a part of the Training Partner identification and empanelment process, or subsequent imparting of skill development training, are merely indicative. SPLCS retains the right to continue with any of these activities, modify their sequence, add new ones, or remove some of the activities, in the interests of SPLCS.

Expressions of Interest (EoI) Information Document

Ref. No. 2/SPLCS/Notice/EoI/2017/ 432

Date: 20/11/2017

Information

Document

for

**Expressions of
Interest**

**from parties having a proven track record in imparting skill
development training, for providing skill development training to
the youth of
Livelihood Colleges, Chhattisgarh**

1. Background

Chhattisgarh is the first state in India, and only the second government after the South-African Government, to give its youth the right to skill. The Chhattisgarh Right of Youth to Skill Development Act, 2013 grants every person between the ages of 14 and 45 years the right to develop her or his skills from among notified skills, subject only to meeting eligibility requirements, and District Skill Development Authorities set up under District Collectors are bound to provide skill development training within 90 days of receiving any demand in this behalf.

Government of Chhattisgarh is also conscious of the need to expand residential training facilities to secure the exercise of this right by those living in remote and under-served areas. A unique initiative in the form of a Livelihood College was successfully piloted in Dantewada district in South Bastar. Youth in this predominantly tribal district and backward district are being provided training in a range of skills since 2011. This district-level initiative has now been replicated in other districts of the state.

To place the Livelihood College initiative on a robust foundation through strong employment linkage, and to create a network of such Livelihood Colleges to provide a range of livelihood opportunities for youth from across the State, including in partnership with the private sector, the State Government has established the State Project Livelihood College Society (hereinafter referred to as SPLCS). Government of India has supported the initiative through a one-time Additional Central Assistance for meeting infrastructure costs, while recurring costs are being borne by the State. The training costs are being met from the Skill Development Initiative Scheme of the Union Ministry of Labour and Employment and the State's unique skill development convergence scheme, Mukhya Mantri Kaushal Vikas Yojana (MMKVY), in which skill development schemes and funds from Government departments are being converged on the pattern of the Skill Development Initiative Scheme.

Livelihood Colleges are envisaged as having an annual training capacity of about 1,000 youth. Each College is offering training in around five-six sectors. The size of a batch of trainees in any sector ranges between 20 and 30. However, multiple batches may run concurrently in one

sector. Proposals from Training Partners are invited for training in the sectors specified in **Annexure-I**. A College may thus have multiple Training Partners as well as self-run training courses. The College is registered as a Vocational Training Provider (VTP) under both the Skill Development Initiative Scheme and MukhyaMantriKaushalVikasYojana (MMKVY) and the Training Partner is not required to separately register under either of these schemes. However, the Training Partner is expected to fulfill the requirements stipulated for VTPs under these schemes. The schemes guidelines for the Skill Development Initiative Scheme are available on www.sdi.gov.in; the scheme guidelines for MukhyaMantriKaushalVikasYojana (MMKVY) and the Chhattisgarh State Skill Development Authority (Vocational Training Provider) Regulations, 2013 are available on cssda.cg.nic.in.

Different models are being taken up by SPLCS for achieving the goal of employment-linked skill development for the youth of the State. These include departmental training, training through reputed private sector partners, and training under corporate social responsibility by established players. In involving private players as Training Partners, SPLCS would be offering physical infrastructure, mobilization, facilitation, and payment for training as per the norms for payment due to a vocational training provider under the MukhyaMantriKaushalVikasYojana (MMKVY) Scheme, from time to time, after deducting any statutorily applicable tax or other deductions as well as the rental cost of the physical space made available for training (exclusive of any common facilities and accommodation for the trainees). In return, SPLCS expects a commitment towards employment from the Training Partners. The objectives of SPLCS include—

1. To create opportunity of employment for the youth of the State;
2. To develop human resource to further the development of the State;
3. To enhance the skill and capacities of local youth, to boost self-employment and development and the demand for skilled and semi-skilled workers in the State of Chhattisgarh;
4. To fix the parameters of conducting skill training in Livelihood Colleges;
5. To establish the Livelihood Colleges as Entrepreneur Development Centre; and
6. To coordinate with industries and financial institutions for the purpose of providing employment and self-employment opportunities to those receiving training from the Livelihood Colleges.

District Project Livelihood College Societies (DPLCS) have been registered in districts under the chairpersonship of the District Collector concerned and function as an agency of SPLCS.

Against this background, SPLCS seeks to identify suitable parties having a proven track-record in skill development training as Training Partner for different sectors and empanel them for further assignment to one or more DPLCS for imparting skill development training for youth of Chhattisgarh in Livelihood Colleges functional in various districts.

Having identified a suitable training partner and empaneling them for the Livelihood Colleges, the DPLCS shall enter into a Memorandum of Understanding (MoU) with the Training Partner for imparting skill development training in Livelihood Colleges. An indicative draft for the said MoU is at **Annexure-V**.

The sole objective of this Expressions of Interest (EoI) Information Document is to explore the option of training in the aforementioned Livelihood Colleges through reputed Training Partner having a multi-state footprint and, to this end, identify parties meeting pre-qualification requirements specified herein.

Based on mutual understanding between SPLCS and identified Training Partner, SPLCS may introduce training facilities in one or more sector(s) from among those listed in **Annexure-I**.

2. Criteria for Empanelment of Training Partners

2.1 Eligibility Criteria

The proposals must be in the form and manner specified herein, and should be complete. The parties should fulfill the eligibility criteria specified in **Annexure-III**. SPLCS will evaluate proposals based on their clarity and the directness with which they correspond with the requirements outlined in this Document. SPLCS will adopt a phased and detailed due-diligence process to identify Training Partner.

2.2 Information to be submitted

Interested parties are required to submit the complete information in the specified format at any time through e-mail / on-line application form. The information required to be submitted shall include the following:

1. Covering note, in the form given in **Annexure-II**;
2. Details regarding fulfillment of eligibility criteria, in the form given in **Annexure-III**, along with electronic copies in 'pdf' format of the documents specified therein as Documents Required;
3. Details of set-ups of national-level institution(s), establishments and industry, in the form given in **Annexure-IV& Annexure-IV_A**, along with the lists and electronic copies in 'pdf' format of documents specified therein as attachments;

3. Selection of Training Partners for Empanelment

The proposal submitted by interested parties responding to this EoI having requisite capacity, experience and expertise, to provide training in Livelihood Colleges will be examined by Technical Committee constituted by SPLCS.

Based on the proposal submitted by parties, the Technical Committee will evaluate the response by parties and its suitability for the selection and empanelment as Training Partner and submit its recommendation to an Empowered Committee for consideration.

After identification of suitable training partners, the DPLCS shall enter into a Memorandum of Understanding (MoU) with the Training Partner for imparting skill development training in the Livelihood College of the district concerned.

SPLCS through this EoI seeks to identify Training Partner, explore the best fit in terms of their training strength, capabilities and experience in various sectors. In the process of such identification and exploration, the Technical Committee may engage in discussion on issues with such pre-qualified Training Partners to ascertain their strength, assess stakeholder's requirements and the demand and supply scenario, with a view to arrive at a best-fit allocation for the assignment to the pre-qualified Training Partner to aforementioned district. Such an exercise is a matter of judgment and is inherently subjective. SPLCS, Technical Committees and the parties may engage in mutual discussion and consultation etc. in this regard in a consultative manner, in a spirit of mutual accommodation.

4. Role of SPLCS

- A. SPLCS shall facilitate assignment of Livelihood College to Training Partners for training.
- B. SPLCS may formulate guidelines for carrying out the training. It shall approve the annual training calendar and programme of the Livelihood College and shall facilitate convergence of the efforts of various stakeholders for efficacious and effective provision of training in Livelihood Colleges.

5. Responsibilities and Obligations of Training Partners and District Project Livelihood College Society

The responsibilities and obligations of the Training Partner and DPLCS shall be as specified in the draft MoU at Annexure-VII.

Annexure - I: List of Sectors

S. No.	Sector Name
1.	Agriculture and Allied Sectors
2.	Automotive Repair
3.	Telecom
4.	Construction and Paint
5.	Electrical
6.	Electronics
7.	Fabrication
8.	Fashion Design
9.	Domestic Worker
10.	Food Processing & Preservation
11.	Fragrance, flavor and perfume
12.	Green Jobs
13.	Retail and Shop Assistance

S. No.	Sector Name
14.	Tourism and Hospitality
15.	Refrigeration and Air Conditioning
16.	Banking and Accounting
17.	Forest and Allied Sectors
18.	Courier & Logistics
19.	Iron and Steel
20.	Furniture and Fittings
21.	Leather & Sports Goods

Annexure - II: Covering Note

The Chief Executive Officer,
State Project Livelihood College Society
Old Police Headquarters Premises, GE Road
Raipur (Chhattisgarh) 492 001

Sir,

We, [Name of the interested party], hereby submit our proposal, in response to notice Ref. no. SPLCS/Notice/EoI/2017/____ dated ___/___/2017, inviting Expression of Interest (EoI) and EoI Information Document Ref. No.2/SPLCS/Doc/EoI/2017/____ of even date and affirm as under

1. Having examined the EoI Information Document, and desiring to submit our response to the same, we, whose digital signature is affixed herewith, represent that we fulfill the eligibility criteria;
2. All information provided herewith is true and correct to the best of our knowledge, belief and information;
3. We shall furnish such additional documents or information as may be required by you to verify the correctness of the information provided hereby;
4. We undertake that in the event our proposal identified by SPLCS as being suitable, we shall engage in good faith in consultations with SPLCS regarding the assignment of particular district, and that in the event that we accept such assignment, we shall engage in good faith in consultations with the DPLCS regarding provision of training services in accordance with a mutually agreed delivery schedule and other terms and conditions not specified in the EoI Information Document or committed to in the course of consultations with SPLCS: Provided that consultations with SPLCS and the DPLCS shall not extend beyond a period of 90 days and 30 days respectively, from identification of suitability or acceptance of assignment, as the case may be: Provided further that the consultations may be extended beyond this period in the discretion of SPLCS;

We undertake that in the event of successful conclusion of the consultations regarding the delivery schedule, we shall enter into a Memorandum of Understanding (MoU) with the DPLCS concerned, for imparting skill development training in the Livelihood Colleges of Chhattisgarh, within 10 days of the DPLCS making an offer in this regard;

We represent that this proposal shall be valid for a period of one year from the last date fixed for submission of responses to the notice inviting EoI and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(7) We have an office in Chhattisgarh, particulars of which are submitted herewith;

Or

We shall establish an office in the state capital within two months of execution of MoU with the DPLCS and shall furnish to the SPLCS particulars of the same;

(8) Intimation sent to the aforesaid office shall constitute intimation to us.

Yours sincerely,

Signature

Full name of the individual

Designation

Name of the party (institution / organization / industry etc.)

Contact Number

Annexure - III: Eligibility Criteria

S. No.	Eligibility Criteria	Documents Required
1	<p>Form of incorporation: Interested party shall be incorporated in one of the following forms:</p> <p>(a) as a company registered under the Companies Act, 2013 (No. 18 of 2013), or the Indian Companies Act, 1882 (No. 6 of 1882), or the Indian Companies Act, 1913 (No. 7 of 1913), or the Companies Act, 1956 (No. 1 of 1956);</p> <p>(b) as a firm registered under the Partnership Act, 1932 (No. 9 of 1932) or the Limited Liability Partnership Act, 2008 (No. 6 of 2009);</p> <p>(c) as a society registered under the Societies Registration Act, 1860 (No. 21 of 1860) or under any state law providing for registration of societies;</p> <p>(d) as a trust registered under the Indian Trusts Act, 1882 (No. 2 of 1882) or under any state law providing for registration of trusts; and</p> <p>(e) as a statutory corporation or other body corporate established by Parliament or a State Legislature by law.</p> <p>Note: Consortium and Joint Ventures are not permitted.</p>	<p>Document evidencing incorporation, viz., copy of—</p> <p>(i) Certificate of incorporation or registration as a company or firm or society or trust, or</p> <p>(ii) Notification published in the Official Gazette establishing or incorporating the statutory body.</p>
2	<p>National-level institution(s), establishments or industry</p> <p>(1) Interested party shall either be a national-level institution or industry, or shall have set up and be running national-level establishments or one or more national-level institutions, in terms of such institution etc. having—</p> <p>(a) a proven track-record in the relevant sector in terms of imparting skill development training or education on nationally approved or comparable course curricula, and</p> <p>(b) a national-level footprint in the sense that it has training or education facility set-ups for (a) above in more than two states or union territory.</p> <p>(2) For the track-record of training or education in the relevant sector to qualify as proven track-record, the training or education imparted should—</p>	<p>Details in the form given in Annexure-IV, along with the attachments specified therein</p>

S.N.	Eligibility Criteria	Documents Required
	<p>(a) have been completed successfully by at least 1000 trainees/students in the two years preceding the issue of the notice inviting Expressions of Interest; and</p> <p>(b) fall within one of the following categories:</p> <p>(i) training or education under a government scheme or programme,</p> <p>(ii) training or education imparted under public-private partnership,</p> <p>(iii) training or education imparted by way of a self-financed charitable or corporate social responsibility activity, and</p> <p>(iv) training or education imparted to persons other than employees of the interested party or its principal, as part of a recruitment or pre-recruitment activity, provided that such training or education has resulted in employment under the interested party or its principal of at least 50% of those who completed the training or education over the preceding two years, upon completion of their training or education.</p> <p>(3) For the purposes of determining whether a particular course curriculum is comparable to nationally approved curricula, the following factors shall be taken into account:</p> <p>(a) the course duration should not be less than 75% of the duration of the relevant Modular Employable Skills course during the relevant period; and</p> <p>(b) the course curriculum should broadly be in alignment with, to the subjective satisfaction of the issuer of this EoI, the relevant Modular Employable Skills course.</p>	
4	<p>Turnover: Interested party shall have average turnover of Rs. 5 crores or more during the last three financial year</p>	<p>Certificate by Chartered Accountant stating the turnover for the financial year or Audited Financial Statement</p>

Annexure – IV

Particulars of Firm

Sr. No.	Information Sought
1	Name of the Firm:
2.	Address of the Firm:
3.	Incorporation Status:
4.	Year of Establishment:
5.	Date of Registration:
6.	Details of registration with appropriate authorities for Service Tax:
7.	Name, Address, E-mail, Phone Numbers and Mobile Number of Authorized Contact Person

Details of set-ups of national-level institution(s), establishments and industry

1. Name of the national-level institution(s), establishments or industry:

(1)

(2)

(3)

(Attach sheet for listing more institution(s) etc., if required)

2. Addresses of the set-ups:

(1)

(2)

(3)

(Attach sheet for listing more addresses, if required)

3. Owner of the premises of each set-up:

(1)

(2)

(3)

(Attach sheet for listing more premises, if required)

4. Nature of rights of the interested party in each of the premises (owner/lessee/tenant, with supporting documents):

(1)

(2)

(3)

(Attach sheet for listing more premises, if required)

5. Skill development training or education course(s) imparted in the relevant sector:

(a) In case of course imparted under nationally approved curricula, specify the authority (National Council of Vocational Training, Sector Skill Council, etc.) and the course name and code assigned by that authority to the course imparted (copy of the curriculum to be attached):

National course prescribing authority:

In case of non-MES course, course duration in hours (supporting document showing allocation of training/teaching hours against the curriculum to be attached):

Course name(s):

Course code(s):

(b) In case of course imparted on comparable curricula, specify the curriculum prescribing authority and the relevant Modular Employable Skills (MES):

Course name and code with which it is comparable (copy of the curriculum to be attached):

Curriculum prescribing authority for the course imparted:

Course duration in hours (supporting document showing allocation of training/teaching hours against the curriculum to be attached):

Relevant MES course name(s):

Relevant MES course code(s):

6. Category under which the training or education imparted falls (please specify (a), (b), (c) or (d) from the list below; supporting documents to be attached):

(a) Training or education under a government scheme or programme, (b) training or education imparted under public-private partnership,

(c) training or education imparted by way of a self-financed charitable or corporate social responsibility activity, and

(d) training or education imparted to persons other than employees of the interested party or its principal, as part of a recruitment or pre-recruitment activity

7. Number of persons who successfully completed the course(s) over the two-year period immediately preceding the issue of the notice inviting Expressions of Interest (list of names of the persons to be attached):

In case the training or education was imparted to persons other than employees of the interested party or its principal, as part of a recruitment or pre-recruitment activity, the number of persons who found employment under the interested party or its principal (list of names of the persons to be attached, along with Employee Provident Fund or Employees State Insurance no. for each):

Annexure IV_A

Firm's Brief Details			
Firm's name :			
Name of Representative:			
Representative's contact number and email id:			
SN	Parameter	Details	Remarks
1	Type of company incorporation (Attach certificate of Incorporation)		Mention date of incorporation and registration number
2	Firm's Set up in two or more states (Number of States in operation)		Mention the list of operational states and attached copy of MoU signed
3	Number of Skill Training schemes operated/ operational (DDUGKY, PMKVY (SSC), MMKVY, PMKVY (NSDC), DGET, NULM,MANASand Any State Govt. Scheme).		Mention the name of schemes
Past Experiences in Training			
4	i	Number of years of experiences in skill training related work (Min. 3 years)	Attach proof
	ii	Number of Trained Candidates (Minimum 1000 trained in past 2 years in all sectors)	Sector wise, Scheme wise and year wise list of trained candidates
	iii	Number of placed Candidates in all sectors	Sector wise, Scheme wise and Year wise list of placed candidates
	iv	Average Turnover for last Three financial years (Min 5 Cr.)	Attach CA certified financial statement of last three consecutive years.
	v	Sector wise and scheme wise list of Certified Trainers	Attach document
5	Mention interested sectors name		

Authorized Signatory

Annexure-V

Memorandum of Understanding (MoU) for Providing Skill Development Training for the Youth of Chhattisgarh in District _____

This **Memorandum of Understanding** (hereinafter referred to as MoU¹) is entered into, on this ____ day of _____, between:

District Project Livelihood College Society, District _____, being a society registered under Chhattisgarh Society Rajistrikaran Adhinyam, 1973, under registration no. _____ dated _____ having its office at _____, District (Chhattisgarh), hereinafter referred to as DPLCS-[District], which shall mean and include its successor(s) and permitted assign(s), of the first part,

and

[Training Partner],

being a company registered under the Companies Act, 2013 (No. 18 of 2013), or the Indian Companies Act, 1882 (No. 6 of 1882), or the Indian Companies Act, 1913 (No. 7 of 1913), or the Companies Act, 1956 (No. 1 of 1956), under Corporate Identification no. _____,

or

firm registered under the Partnership Act, 1932 (No. 9 of 1932), having registration no. _____,

or

partnership registered under the Limited Liability Partnership Act, 2008 (No. 6 of 2009), having registration no. ,

or

Society registered under the Societies Registration Act, 1860 (No. 21 of 1860), having registration no. _____,

or

society registered under the [state law], dated, having registration no. _____,

or

trust registered under the Indian Trusts Act, 1882 (No. 2 of 1882), having registration no. _____, dated,

or

trust registered under the [state law], dated _____, having registration no. _____,

or

statutory corporation / body corporate established by Parliament by [name of the law],

or

statutory corporation / body corporate established by State Legislature of [state] by [name of the law],

having its office at _____

_____, hereinafter referred to as “**Training Partner**”, which shall mean and include

its successor(s) and assign(s), of the second part:

Referred to collectively hereinafter as parties and individually as Party

Whereas DPLCS, District _____, to set up and establish Livelihood College in the said district, under the guidance of State Project Livelihood College Society (SPLCS) and as its agency, with a view to enhance the skills and capacities of local youth:

And whereas the Training Partner aims to, *inter alia*, provide support for skill development initiatives targeted at the youth, and in the business of providing skill training and vocational training to youth:

Now, therefore, recognizing the commonality in their respective objectives, the parties hereto affirm hereby a joint commitment to skill development training to the youth in District _____, through this MoU, which witnesses as follows:

1. Scope and Intent

The parties hereto have agreed mutually to collaborate for provision of skill development training to youth, by partnering in the operation of Livelihood College, District _____ (hereinafter referred to as —Livelihood College), for which the frame of partnership shall include the following key elements:

(a) The Training Provider shall provide residential and non-residential skill development training in courses that are recognized from time to time by the Directorate General of Employment and Training, Ministry of Labour and Employment, Government of India as Modular Employable Skills (MES) courses and, additionally, any other course(s) that may be mutually agreed upon between the parties;

(b) Training in the particular courses to be imparted by the Training Provider at the Livelihood College shall be decided mutually between the parties, keeping in view the demand.

2. Responsibilities and Obligations

1. The responsibilities and obligations of either party hereto are specified in Annexure hereto.
2. If Collector cum Chairperson, DPLCS, District _____ has reason to believe that the Training Partner has not fulfilled its responsibilities and obligations hereunder or has otherwise defaulted in the observance of the provisions hereof, he/she may, after giving reasonable opportunity to the latter of showing cause why the right and license granted to it for the Livelihood College premises should not be revoked, and why this MoU should not be terminated without extinguishing any liabilities that may accrue to the latter hereunder, either forthwith or in such timeframe as it may specify, he/she may do so through a communication specifying the reason for such revocation and termination, sent at the office specified herein:

Provided that, after giving the Training Partner reasonable opportunity of being heard, the Collector cum Chairperson, DPLCS may also, in his/her discretion, having due regard to the facts and circumstances of the said non-fulfilment or default in observance, make a conditional order directing the Training Partner to rectify or remedy such non-fulfilment or default, make good any loss(es) arising in consequence, and/or furnish financial or other assurance(s) or guarantees against future lapses:

Provided further that in the event of the Training Partner either not accepting to carry out the conditional order, or not carrying it out fully within the timeframe specified therein, the Collector cum Chairperson, DPLCS may proceed to revoke the right and license granted to the Training Partner for the Livelihood College premises, and terminate this MoU without extinguishing any liabilities that may accrue to the Training Partner hereunder, either forthwith or in such timeframe as he may specify.

3. The Training Partner may appeal against any order under clause (2) to the Chief Executive Officer of SPLCS, and the Chief Executive Officer shall, after making such inquiry as he/she deems fit, give his decision in the matter, which shall be binding on both the parties.

3. Representation and Warranties

- (1) DPLCS, District _____ may, either directly or through independent third parties, monitor and audit the functioning of the Livelihood College, and may make available to the Training Partner the results, reports etc. thus generated for any correctives, remedial action, or other consequential action required in the light of the same, for observance of high ethical and professional standards in rendering services hereunder.
- (2) The Training Partner shall render necessary cooperation for the purposes mentioned in the immediately preceding clause.
- (3) The Training Partner shall make available information relating to the functioning of the Livelihood College as and when DPLCS, District so requires.\

- (4) Either party shall abide by the terms agreed herein and shall exercise diligence and high ethical and professional standards in rendering services hereunder.

4. Grant of DPLCS, District [_____] Livelihood College Premises

In consideration of the Training Partner agreeing to perform and discharge its responsibilities and obligations hereunder, DPLCS, District [_____] hereby agrees to grant to the Training Partner the right and the licence to enter upon and occupy the premises of Livelihood College, [District], as specified in Schedule hereto, for the said performance and discharge, without restricting the right of DPLCS, District [_____] access to the premises:

to have and secure

Provided that intimation of such right and license shall be given by DPLCS, District [_____] before the expiry of a period of fifteen days from the signing of this MoU, and that such right and license shall be subject to the performance and discharge of the responsibilities and obligations of the Training Partner, including the following responsibilities and obligations:

- (1) Any existing utilities and/or structures on, under or above the said premises shall be kept in good repair and condition;
- (2) The grant of the right and license shall only be for the purpose specified herein, and not for any other purpose;
- (3) The premises shall be kept in a neat and clean condition;
- (4) The Livelihood College facilities shall comply with specifications and other requirements hereunder, fire and other safety standards, good industry practice, applicable laws, conditions stipulated in any applicable permits, licenses etc., equipment manufacturer's guidelines and instructions;
- (5) Routine maintenance shall be undertaken outside normal business hours;
- (6) In case of breakdown of any equipment, repairs shall be undertaken promptly, and sufficient spare equipment shall be available on the premises for use on standby basis, in order to ensure that training shall not be disrupted for a period exceeding 24 hours except in the event of occurrences falling within the description of *force majeure* as provided for herein;
- (7) Preventive maintenance shall be carried out periodically;
- (8) Personnel shall be maintained to interface with and attend to suggestions received from visiting public officials, SPLCS and DPLCS, District;
- (9) All steps necessary to ensure the security and safety of trainees shall be taken, and the arrangements therefor shall be intimated to DPLCS, District _____;

(10) At all times a suitably qualified and experienced supervisor to oversee and manage the training operations and facilities shall be stationed at the Livelihood College, and her/his name, qualifications and full contact particulars shall be intimated in writing to DPLCS, District [_____], and the name of any substitute of like description for performing the same functions during any period(s) of absence, unavailability etc. of the designated supervisor shall also be similarly intimated;

(11) Training Partner shall, at its own cost, expense and risk, make suitable arrangements for power supply, including back-up power supply, water connection and provision of any other utility and facility required to ensure smooth functioning of its operations;

(12) Security of equipment, materials and facilities shall be the responsibility of the Training Partner, and DPLCS, District [_____] shall have no liability for any loss of or damage to such equipment etc.:

Provided further that DPLCS, District [_____] responsibilities and obligations in respect of the premises: [_____] shall have the following

(1) It shall provide all reasonable assistance to the Training Partner in procuring necessary utility connections; and

(2) Subject to the satisfaction of DPLCS, District [_____] regarding fulfillment of requirements of security, public health, order, and the privacy and health of persons using the premises, it shall allow to personnel duly authorised by the Training Partner access to the premises.

5. Force Majeure

Neither party shall be liable to the other for any delay in carrying out its responsibilities or failure in the discharge of its obligations hereunder, caused by occurrences beyond its control, including the occurrence of fire, floods, Acts of God, acts of public enemies, wars, insurrections, riots, strikes, lock-outs, acts of sabotage, any enactment or rule or regulation framed under any law, or any compliance therewith:

Provided that in case of occurrence of any event as aforesaid, the party concerned shall promptly, but not later than seven days thereafter, notify the other party of the commencement and cessation of such contingency and prove that the same is beyond its control and affects the implementation hereof adversely:

Provided further that if such contingency continues for a duration of more than a month, both parties agree hereby to discuss and arrive at either an equitable solution for determination hereof, or to otherwise decide the course of action to be adopted.

6. Intellectual Property Rights

The Training Partner may refer to its association with DPLCS, District [_____] for the purpose of promoting skills initiative and activities under this MoU through public advertisements through various means, including print, electronic, radio, banners, wall painting, etc., during the period of validity of this MoU.

Both parties acknowledge and agree that they shall not use in any manner the brand, logo or other intellectual property of the other party, nor permit any third party to use the other party's intellectual property, without prior permission from and subject to any conditions that the party concerned may stipulate for the use of such intellectual property.

7. Confidential information, license or other intellectual property

Nothing contained herein shall be construed as granting or implying any transfer of rights to either party in confidential information, licence or other intellectual property.

8. Miscellaneous

- (1) Each party shall be solely responsible and liable for carrying out its responsibilities and discharging its obligations hereunder, including in relation to any third-party claims arising from any act of omission or commission.
- (2) It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means.
- (3) Both parties acknowledge and agree that they are acting for the limited and exclusive purpose of this MoU, solely on a principal-to-principal basis, and that this does not amount to either party being deemed a servant or employee or partner or affiliate of the other.
- (4) Neither party shall have the authority to bind the other in any respect whatsoever, and shall not represent itself as being owned by or associated with the other party.
- (5) None of the employees, workers or other manpower of either party shall be construed as or deemed to be an employee of the other.
- (6) Each party understands and acknowledges that it shall not assign or otherwise transfer its responsibilities or obligations hereunder, either in whole or in part, without prior written consent of the other party.

9. Non-exclusivity

Both parties are at liberty to explore and identify new areas of cooperation with each other or with third parties, whether jointly or singly, so long as such cooperation does not derogate from provisions hereof.

10. Validity and amendments

- (1) This MoU shall be valid for an initial period of three years from the date of its execution, and may be renewed thereafter with mutual consent.
- (2) Either party may terminate this MoU at any time, after giving the other party at least 90 days prior notice in writing, provided that the parties may mutually agree to a shorter

notice period; however, both parties shall endeavour to ensure that termination is not effected during an ongoing training course.

- (3) Proximate to the scheduled expiry of the MoU, both parties may mutually evaluate and extend the term of the MoU, with such additions and modifications as may be mutually agreed.
- (4) In case of termination or expiry of this MoU, each party shall make alternate arrangements prior to the termination or expiry to discharge any continuing obligations that it may have, without any obligations on the part of the other party.

11. Settlement of Disputes

- (1) The provisions of this MoU shall be governed by and construed in accordance with Indian law.
- (2) Only courts having jurisdiction over Raipur shall have jurisdiction to hear matters in relation hereto.\
- (3) In the event of any difference or dispute arising from any interpretation or application of the provisions of this MoU, the parties shall consult each other forthwith, with a view to expeditiously resolving such difference or dispute in a spirit of mutual understanding and cooperation.
- (4) This MoU constitutes the full and entire understanding between the parties with respect to the matters referred to herein, and any amendments or waiver to the same shall be in writing and signed by both the parties.

In witness whereof, the parties hereto, through their duly authorised representatives, have executed this MoU.

For and on behalf of

For and on behalf of

District Livelihood College Society,

(Signature)

(Signature)

(Name)

(Name)

(Date)

(Date)

Witness:

Responsibilities and Obligations of the Parties, and the Exit Strategy

Responsibilities and obligations of DPLCS, DISTRICT:

Deliverable	Timeframe
<p>1. Provide to the Training Partner, after consultation with it, the course-wise and batch-wise training schedule for the training to be imparted by the Training Partner in the Livelihood College, taking into account (a) the course- duration specified, and (b) the physical space made available to the Training Partner (as per the MES course(s) concerned, or as mutually agreed upon in case of any other course(s))</p>	<p>60 days before the scheduled commencement of training in a new course, and 30 days before the scheduled commencement for subsequent cycles of training.</p>
<p>2.Provision for free, residential training to desirous youth, on a best-effort basis, and payment to them of scholarship and a one-time settling allowance, as per scales of payment and eligibility norms laid down by SPLCS or the State Government from time to time.</p>	<p>_____</p>
<p>3. Make available to the Training Partner, for carrying out training, ___ sq. ft. space in good repair and condition (comprising of ___ sq. ft. of built-up space, and ___sq. ft. of open training ground, exclusive of any spaces for residential accommodation for the trainees and for common facilities), on payment to the DPLCS of monthly rent (or adjustment thereof against payments due to the Training Partner), calculated as follows (taking into account any space made available on a time-sharing basis) by the District Collector concerned:</p> <p>[the calculation shall be on lines of the bases adopted for fixation of rent under the provisions of the now repealed Chhattisgarh Accommodation Control Act, 1961 (No. 41 of 1961), being the —Rent Control Act for the State of Chhattisgarh]</p>	<p>60 days before the scheduled commencement of training by the Training Partner in the Livelihood College.</p>

5. Facilitate the Training Partner's efforts for placement of trainees, as well as for self-employment.	_____
6. Ensure assessment of trainees as per guidelines and modalities for the same under the Skill Development Initiative Scheme of the Government of India, Ministry of Labour & Employment.	Within 30 days of completion of training
7. Make payment to the Training Partner as per the norms and scales applicable from time to time for payments to registered Vocational Training Providers under the Skill Development Initiative Scheme, subject to deduction of any amount for which the Training Partner is liable hereunder and of any taxes, cases, other levies and any statutorily required employer contributions, and the like	Within 15 days of completion of assessment

Responsibilities and obligations of the Training Partner:

<p>1. (a) Commence training in the Livelihood College</p> <p>(b) Continue to impart training as per the training schedule provided by the DPLCS and in accordance with the provisions applicable to MES courses and the Skill Development Initiative Scheme</p>	<p>(a) Within 60 days of the physical space being made available</p> <p>(b) As per training schedule</p>
<p>2. Set up and at all times maintain training facilities and engage instructors and supporting staff, and intimate to DPLCS the full particulars thereof (and to continue to intimate forthwith any modifications, upgrades, or other changes effected thereto over time), in accordance with the norms and standards laid down under MES and the Skill Development Initiative Scheme.</p>	<p>15 days prior to scheduled commencement of training of the first batch:</p> <p>Provided that the determination of whether or not the norms and standards have been fulfilled shall be determined through a third-party agency having expertise in the matter.</p>
<p>3. Meet the capital and operational expenditure on setting up facilities for and imparting training, in accordance with the norms of Skill Development Initiative Scheme, which shall include but not be limited to expenditure on—</p> <p>(i) Furnishings of the training space for functional as well as purposes of decent and comfortable ambience,</p> <p>(ii) Setting up of laboratories, workshops etc.,</p> <p>(iii) Provision of raw materials and all consumables etc.,</p> <p>(iv) Provision of instructors and other support staff, including provision for all employer contribution and liability under any law,</p> <p>(v) Personal accident insurance of up to Rupees one lakh,</p> <p>(vi) Uniform for the trainees in case of training of security</p>	<p>_____</p>

<p>guards,</p> <p>(vii) Housekeeping and security of the training premises,</p> <p>(viii) Utilities, including electricity, water supply and telecommunications (including Internet), and</p> <p>(ix) Courseware and safety materials etc. for each trainee, as per course requirements.</p>	
<p>4. Certifying jointly with the DPLCS upon successful completion of training, in addition to any applicable state or national level assessment-based skill certification.</p>	<p>_____</p>
<p>5. Over and above any stipulations made from time to time regarding minimum pass and placement percentages under the Skill Development Initiative Scheme, ensuring a minimum pass percentage of 70% and a minimum placement percentage of 50% of those passing, over five consecutive batches: Provided that for calculation of the placement percentage—</p> <p>(a) the minimum period of actual placement in job shall be six months,</p> <p>(b) placement should have occurred within one month of passing,</p> <p>(c) placement salary throughout the period should not be less than what may be stipulated as the minimum under the Skill Development Initiative Scheme, and (d) fulfillment of (a), (b) and (c) above should be evidenced by independently verifiable document(s) furnished to DPLCS, and subject to its satisfaction:</p> <p>Provided further that in the event of the Training Partner not achieving the requirement of placement of 50% of those passing, but achieving the placement requirements applicable at the relevant point of time under the Skill Development Initiative Scheme, the Training Partner shall be entitled to payment only for the trainees so placed and, additionally, it may also receive the payment for the balance number of passing trainees in case it subsequently makes good the shortfall in placements.</p>	
<p>6. Maintenance of all requisite records and details regarding fulfillment of various training obligations, personnel and facilities, stock and materials register(s) etc. in electronic form, and sharing of the same in the manner advised from time to time SPLCS and</p>	<p>On an ongoing basis</p>

the DPLCS	
7. Render cooperation and assistance to DPLCS in providing assistance to trainees for self-employment	As and when called upon to do so

Exit Strategy–

Before the MoU ceases to subsist, and, in the event of termination in consequence of non-fulfilment the rights and obligations hereunder or default in otherwise observing provisions hereof, doing so forthwith and not later than within a week of such termination, the Training Partner shall transfer the charge in such manner as may be prescribed by DPLCS, District specifically or generally and including, inter alia:

(1) Supplying all paper or electronic documents, databases, software equipment etc. in the custody of the Training Partner in relation to or as an incidence of the employment of the DPLCS, District under this MoU, along with a written and signed statement listing the same and obtaining a receipt verified by DPLCS, District ____; and

(2) Listing accounting for the surrendering to DPLCS, District in proper manner all instruments, device etc., including passwords, mailboxes, biometric access rights on computer system at all that provide the Training Partner physical or electronic access to the officers, intellectual property, computer system, databases etc. of DPLCS, District _____ and which have been acquired by the Training Partner in relation to or as an incidence of this MoU.

DPLCS, District shall render all cooperation necessary to effect the aforesaid exit by the date on which MoU shall cease to subsist, either upon expiration of its term of subsistence or upon expiration of the period of notice of termination.