DRAFT

CONTRACT FOR CONSULTANCY SERVICES

Between

U.P. Skill Development Mission

And

[name of the Consultant]

Dated:

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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the --------- day of the month of ------- ------ , 200- , between the U.P. Skill Development Mission, acting through the authorised officer, namely, ---------- (hereinafter called the Client or UPSDM), of the First Part and, on the other hand <Sole Consultant> a company registered under Companies Act 1956, or partnership firm registered under Indian Acts, having registered office at…. …….. through it's authorized signatory ……

Or,

a consortium/association consisting of the following entities:

1. <Lead Member> a company registered under Companies Act 1956, or partnership firm registered under Indian Acts, having registered office at….
2. <Member 1>
3. <Member 2>
4. <Member 3>
5. <Member 4>

through <Lead Member's> authorized signatory ……

(hereinafter called the "Consultant") of the Second Part.

WHEREAS

(a) the Consultant, having represented to the Client that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Invitation Letter dated____ issued by the Client ;
(b) the Client has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;
(b) The Special Conditions of Contract;
(c) The following Appendices:

Appendix A: Description of Services
Appendix B: Deliverables and Time Schedule
Appendix C: Staffing schedule
Appendix D: Payment to Consultant
Appendix E: Duties of the Client
Appendix F: Functionalities of IT System
Appendix G: EOI-cum-RFP no. UPSDM/02 dated 1/8/2013 issued by UPSDM as ammended

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

(a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----
In presence of 1. For and on behalf of U.P. Skill Development Mission
(Witnesses)

(i) [Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]
In presence of
(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
(a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
(b) "Consultant" means a company or partnership firm registered under Indian Acts or lead member of the consortium of companies/partnership firms.
(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
(d) "Day" means calendar day.
(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
(f) Client means the U.P.Skill Development Mission (UPSDM) that has entered into the contract with the Consultant.
(g) "GC" means these General Conditions of Contract.
(h) "Government" means the Government of Uttar Pradesh
(i) "Authority" means Mission Director, Uttar Pradesh Skill Development Mission.
(j) "Member" means any of the entities that make up the consortium/association; and "Members" means all these entities.
(k) "Party" means the "Client" or the "Consultant", as the case may be, and "Parties" means both of them.
(l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
(m) "Consortium" means a group of companies (maximum five) formed by a MOU to undertake the Project.
(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
(p) "Sub-Consultants" means any person or entity which is a part of the consortium/ association.
(q) "Third Party" means any person or entity other than the "Client", or the Consultant.
(r) "In writing" means communicated in written form with proof of receipt.
(s) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(t) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the consultant's proposal.

(u) "SEC" means State Executive Committee.

(v) "SSC" means State Steering Committee.

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

1.3 **Law Governing Contract**: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices:** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 **Location:** The Services shall be performed in the state of Uttar Pradesh, at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

1.7 **Authority of Lead Member**: In case the Consultant consists of a consortium/ association of more than lone entity, the Members hereby authorize the entity specified (Lead member) in the SC to act on their behalf in exercising all the consultant's rights and obligations towards the Client under this Contract including receiving of instructions and payments from the Client. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 **Authorized Representatives**: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.9 **Taxes and Duties**:

1.9.1 The Consultant shall be responsible for meeting all tax liabilities arising out of the Contract.

1.9.2 The income tax etc., if applicable, shall be deducted at source from the payment to the Consultant as per the law in force at the time of execution of contract.

1.9.3 If any tax exemptions, reductions, allowances or privileges may be available to the consultant, UPSDM shall use its best efforts to enable the consultant to benefit from any such tax savings to the maximum allowable extent.

1.10 **Fraud and Corruption**

1.10.1 **Definitions:** It is the Client's policy to require that Client as well as Consultant observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 **Measures to be taken by the Client**

(a) The Client may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;
(b) The Client may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.10.3 **Commissions and Fees**
At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of signing of this agreement.

2.2 **Termination of Contract:** Termination of the Contract will be in compliance to clause 2.9 of this agreement.

2.3 **Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

2.6 **Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
(b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 **Force Majeure**

2.7.1 **Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 **Measures to be Taken:**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The Client may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 **Termination**

2.9.1.1 **By the Client**: The Client (UPSDM) may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the consultant, terminate the contract in whole or in part(provided a cure period of not less than 30 days is given to the consultant to rectify the breach) specified in paragraphs (a) through (j) of this Clause GC 2.9.1.1.

a) If the consultant fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by UPSDM; or
b) If the consultant fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
c) If the consultant, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
d) If the consultant commits breach of any condition of the contract. The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

e) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
f) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
g) if the Consultant fails to comply decision of State Executive Committee (SEC).
h) the Consultant submits to the client a statement which has a material effect on the rights, obligations or interests of the client and which the Consultant knows to be false;
i) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
j) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

If UPSDM terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

2.9.1.2 Termination for Insolvency

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

2.9.1.3 Termination by Consultant

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

a) the client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
b) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
c) The client fails to comply with any final decision reached as a result of arbitration.

Upon termination of this Agreement no payment will be made by client to the Consultant.

2.9.2 Termination for Convenience:

2.9.2.1 UPSDM, by a written notice of at least 30 days sent to the consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for UPSDM's convenience, the extent to which performance of the consultant under the Contract is terminated, and the date upon which such termination becomes effective.

2.9.2.2 Depending on merits of the case the Consultant may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

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

2.9.3 **Cessation of Rights and Obligations**: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 **Cessation of Services**: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 **Disputes about Events of Termination**: If either Party disputes whether an event specified in paragraphs (a) through (j) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 **General**

3.1.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 **Conflict of Interests**: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or

their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Client and seek its instructions.

3.2.1 **Consultant not to benefit from Commissions, Discounts, etc**.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3 **Prohibition of Conflicting Activities**: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.4 **Confidentiality**: Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.5 **Insurance to be Taken out by the Consultant**: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the Client,** insurance against the risks, and for the coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 **Accounting, Inspection and Auditing**: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant moneys received from the Client, and payments made to its staff, and other costs; and (ii) shall periodically permit the Client or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Client, if so required by the Client as the case may be.

3.7 **Consultant's Actions Requiring Client's Prior Approval**: The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

3.7 **Reporting Obligations**: The Consultant shall submit to the Client the reports and documents

specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in DVD in addition to the hard copies specified in said Appendix.

3.8 **Documents Prepared by the Consultant to be the Property of the Client**: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 **Equipment, Vehicles and Materials Furnished by the Client**: Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Client's country/ state by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 **Description of Personnel**: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

(d) The Consultant's Resources should be stationed at Lucknow and for the entire period of the assignment i.e. 2 years, the travelling outside Lucknow shall be maximum 100 man days.

(e) The consultant shall complete the deployment of the entire work force within 45 days of the contract signing.

4.3 **Approval of Personnel**: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 **Removal and/or Replacement of Personnel**: (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

(d) The consultant may withdraw the relevant manpower after meeting scheduled deliverable, subject to the approval of UPSDM.

4.5 **Team Lead and Project Manager**: Team Lead and Project Manager specified by the Consultant shall be regularly involved in review and monitoring of the entire assignment.

5. OBLIGATIONS OF THE CLIENT

5.1 **Assistance and Exemptions**: Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Client shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
(b) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the Appendix E..

5.2 **Change in the Applicable Law Related to Taxes and Duties**: If there would be any increase in the taxes (direct/indirect/local), levies, duties, fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the consultant.

5.3 **Services, Facilities and Property of the Client**: (a) The Client shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 **Payment**: In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 **Counterpart Personnel**: (a) If necessary, the Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix E.
(b) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under co-ordination of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 **Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Client and as negotiated thereafter.
(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the contract, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Currency of Payment**: All payments shall be made in Indian Rupees.

6.3.1 **Terms of Payment** The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the consultant without further delay.

(c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof.

Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant and the consultant has made presentation to the Client with / without modifications to be communicated in writing by the Client to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Client / SEC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the consultant. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.

(h) In case of early termination of the contract as per clause GC 2.9.2, depending on merits of the case the consultant may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The consultant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the annual value of the fees paid (including any amounts invoiced but not yet paid) under this Agreement.

7. FAIRNESS AND GOOD FAITH

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

7.2 **Operation of the Contract**: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement**: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration**: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator – Principal Secretary (Vocational Education), Govt. of U.P. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings/ any other legal proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2 The amount of liquidated damages under this Contract shall not exceed five percent of the total value of the contract as specified in Appendix D.
9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay penalty as specified in Appendix D.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.
(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
(iii) The Consultant shall notify the Client/ the Government of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
(iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Consultants under the Contract.
(v) The Consultant shall at all times indemnify and keep indemnified the Client/Government of Uttar Pradesh against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
(vi) The Consultant shall at all times indemnify and keep indemnified the Client/Government of Uttar Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
(vii) The Consultant shall at all times indemnify and keep indemnified the Client/Government against any and all claims by Employees, Workman, sub-consultants, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government or the Client.

(x) Consultants may Sub Contract only for conducting surveys and for manpower requirement for implementation of social/community mobilisation/ software hosting services.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. Client : U.P. Skill Development Mission 2. Attention : Mission Director 3. Facsimile : 4. Consultant : Attention : Facsimile :
2.	1.7	{Lead Member is [insert name of member]}
3.	1.8	The Authorized Representatives are: For the Client: For the Consultant:
4.	2.1	The contract becomes effective from the date of signing of Agreement.
5.	2.2	Nil
6.	2.3	The date for the commencement of services is within 15 Calendar days from the date of signing of this agreement.
7.	2.4	The time period shall be two years from the date of commencement.
8.	3.4	Limitation of the Consultants' Liability towards the Client - Consultants' liability should simply be governed by the Applicable Laws of India,
9.	3.5	The risks and the insurance coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency]; (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; (c) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency]; (d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services,

10	4.5	Nil
11.	{5.1}	Nil
12.	6.1 (b)	The ceiling in local currency is: Amount as specified in Appendix D
13.	6.3	As defined in Appendix D
14.	8.3	The Arbitration proceedings shall take place in Lucknow, India.

Binding signature of Client Signed by _____
(for and on behalf of the Client)

Binding signature of Consultant Signed by _____
(for and on behalf of _____ duly authorized vide Resolution
No _____ dated _____ of the Board of Directors of _____)

Common Seal

In the presence of
(Witnesses)
1. 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

1. Terms of Reference (TOR):

Uttar Pradesh Skill Development Mission proposes to engage a Technical Consultant to achieve the objective of providing employable vocational training to 24.18 lakhs work force of age between 14 to 35 years by end of 12th Five Year Plan, as approved by State Government by adopting key strategies identified in the policy document of the Mission. Some of the key strategies to be followed by the Consultants include the following:-

a) Creating System Integrator.
b) Engaging with Private Sector.
c) Persuading NSDC to enhance their contribution to state skilling efforts.
d) Addressing the needs of Vulnerable Groups-Special Programs.
e) Special Schemes for Focus Sectors.
f) Financing Skill Development Trainings.
g) Reaching out to community-Vibrant Social Mobilization Campaign.
h) Creating large pool of trainers.
i) Comprehensive Data Management and Management Information System (MIS).
j) Employment Tracking and Post Placement Services.
k) Course standardization, certification and accreditation.
l) Keeping strict Vigil-Effective Monitoring System.
m) Assessing Market Dynamics-Skill gap study and research activities.
n) Exploring New Horizons-Overseas employment.

A management consultancy organization having experience of working in the field of preferably livelihoods and skill development at the grass root level will be hired, by UPSDM, as technical consultant for the SPMU, as per the mission, vision and key design principles indicated by the policy document of the U.P. Skilll Development Mission. The broad functions and roles to be assigned to the Technical Consultant will include the following:

A	**Consultancy Works**
A-1.	Preparation of EOI/RFQ/RFP and contract for engaging private sector training providers.
A-2.	Assisting the mission and to act as Secretariat to the Courses and Training Fee Standardization Committee in finalization of the courses, their syllabus outline and normative training fees.
A-3.	Assisting the Mission in empanelment of training providers as per the approved RFP.
A-4.	Developing Process guidelines for implementation of skill development

	programs as per the broad principles approved by the mission.
A-5.	Developing templates for District and State Skill Development plans and training of district teams in preparing their plans.
B	**Integrated online IT system-** Developing an integrated IT system for managing the programme as per the approved process guidelines and support for its implementation. Developing monitoring system for the mission activities at various levels. Designing systems for post placement tracking of trainees. This shall include design and operationalize State level IT Portal which shall have following deliverables:-
B-1	System study and analysis report.
B-2	System design both at functional level as per Appendix F as well as technical level. (Functional Requirement as per Appendix F Specifications, SRS, Network Design Document (NDD) and System Design Document (SDD)) Infrastructure Requirements and Deployment Architecture Specifications. Security Plan in Conformity with ISMS certification (ISO 27001).
B-3	Creation of Data Centre, Determination of hardware requirement, Coding, testing, implementation of the IT system (both unit and integrated testing). Documentation of all Technical, Operational, User and Maintenance Manuals etc.
B-4	Recommended Standards

Workflow Design	WFMC Standard
Portal Development	W3C specification
Information Access/Transfer protocols	SOAP, HTTP/HTTPS
Interoperability	Web Services, Open Standard
Photograph	JPEG (minimum resolution 640 x 600 dpi) PNG, GIF
Scanned Documents	TIFF (Resolution of 600 x 600 dpi)
Finger Print Scanning	IAFIS Specification
Digital Signature	RSA Standards
Document Encryption	PKCS specification
Information Security	ISO 27001 certified system
Operational Integrity & Security Management	ISO 27002 certified system
Operation	ISO 9001: 2008
IT Infrastructure Management	ITIL/EITM specification
Service Management	ISO 21500:2012 specifications or latest
Project Documentation	IEEE/ISO specifications for documentation.

B-5	Roll out at State level.

C	Capacity building, Survey, Mobilisation & Communication (IEC Consultancy)-
C-1	Capacity buildingof the SPMU, DPMU and other staff, survey.
C-2	Design of Mobilization campaign and communication strategy and assistance in its roll out.
D	Assistance and Handholding.
D-1	Develop a handholding system at State as well as District level for smooth implementation of the program.
D-2	Target achievement till the exit of technical consultant. The performance of consultant shall be judged on the basis of placement and remuneration offered to the trained candidates as per norms of UPSDM.

APPENDIX B – DELIVERABLES AND TIME SCHEDULE

Deliverables by the Consultant

S.N.	Activity	Description of Deliverables
A	**Consultancy Works**	
A-1.	Preparation of EOI/RFQ/RFP and contract for engaging private sector training providers.	Consultant shall submit draft EOI/RFQ/ RFP (20 hard copies each and 5 soft copies on DVD) for engaging PTPs and after the approval of the same by SEC the Consultant shall submit the final EOI/RFQ/ RFP (20 hard copies each and 5 soft copies on DVD).
A-2.	Assisting the mission and to act as Secretariat to the Courses and Training Fee Standardization Committee in finalization of the courses, their syllabus outline and normative training fees.	- Finalization of course . -Course syllabus outline. -Training fee structure. The office of the consultant shall also act as Secretariat to the Courses and Training Fee Standardization Committee to assist them in finalization of the courses, their syllabus outline, normative training fees. The consultant will also have to take in account skill gap study report prepared by NSDC and secondary data available with different government Organizations/ Departments like NSSO, DGET MO-HRD etc.
A-3.	Assisting the Mission in empanelment of training providers as per the approved RFP.	The Consultant shall device a system for technical as well as financial assessment of the offers received from the PTPs and assists the Mission in empanelment of the training providers.
A-4.	Developing Process guidelines for implementation of skill development programs as per the broad principles approved by the mission.	The Consultant shall prepare a detailed road map for implementation of skill development programmes on the basis of policy document of the Mission approved by GoUP. The draft report in

		this regard shall be submitted by the Consultant and shall make a presentation before SEC of the same. The Consultant shall then submit a final report incorporating all the suggestions made by SEC.
A-5.	Developing templates for District and State Skill Development plans and training of district teams in preparing their plans.	The Consultant shall develop templates for District and State Skill Development plans and training of district teams in preparing their plans for approval of SEC.
B	**Integrated online IT system-** Developing an integrated IT system for managing the programme as per the approved process guidelines and support for its implementation. Developing monitoring system for the mission activities at various levels. Designing systems for post placement tracking of trainees. This shall include design and operationalize State level IT Portal which shall have following deliverables:-	The Consultant shall prepare all necessary documentation/reports viz. BPP (as is), BPR (to be), SRS, SDD, NDD, DPR test cases and test plans (both unit and integrated) and all necessary operational manuals like user manual, operational manual and maintenance manual etc.
B-1	System study and analysis report.	The Consultant shall prepare all necessary documentation/reports viz. BPP (as is), BPR (to be).
B-2	System design both at functional level as per Appendix F as well as technical level. (Functional Requirement as per Appendix F Specifications, SRS, Network Design Document (NDD) and System Design Document (SDD)) Infrastructure Requirements and Deployment Architecture Specifications. Security Plan in Conformity with ISMS certification (ISO 27001).	The Consultant shall prepare all necessary documentation/reports viz. SRS, SDD, NDD, DPR. Based on the specifications provided by
B-3	Creation of Data Centre, Determination of hardware requirement, Coding, testing, implementation of the IT system (both unit and integrated testing). Documentation of all Technical, Operational, User and Maintenance Manuals etc.	The Consultant shall prepare/develop all necessary online software, test cases and test plans (both unit and integrated) and all necessary operational manuals like user manual, operational manual and maintenance manual etc.

	All the System Software shall be on perpetual License basis, Application Software to be structured, scalable and well documented, with availability of Source Code, with the objective of ease to operate, maintain and upgrade in future, in terms of Upgrades and Patches. The consultant shall train and empower the SPMU/DPMU staff for full fledged working on IT Portal, before the exit.	
B-4	Recommended Standards	

Workflow Design	WFMC Standard
Portal Development	W3C specification
Information Access/Transfer protocols	SOAP, HTTP/HTTPS
Interoperability	Web Services, Open Standard
Photograph	JPEG (minimum resolution 640 x 600 dpi) PNG, GIF
Scanned Documents	TIFF (Resolution of 600 x 600 dpi)
Finger Print Scanning	IAFIS Specification
Digital Signature	RSA Standards
Document Encryption	PKCS specification
Information Security	ISO 27001 certified system
Operational Integrity & Security Management	ISO 27002 certified system
Operation	ISO 9001: 2008
IT Infrastructure Management	ITIL/EITM specification
Service Management	ISO 21500:2012 specifications or latest
Project Documentation	IEEE/ISO specifications for documentation.

B-5	Roll out at State level.	The Consultant shall provide training, assistance, hand holding, troubleshooting of the online system to PTP users.
C	Capacity building, Survey, Mobilisation & Communication (IEC Consultancy)-	
C-1	Capacity building of the SPMU, DPMU and other staff, survey.	The Consultant shall conduct survey on the basis of secondary data of Government entity for all districts to assess the potential youth for providing vocational training. The consultant shall train the staff of UPSDM by organizing training programmes,

		workshops and conferences.
C-2 & C-3	Design of Mobilization campaign and communication strategy and assistance in its roll out.	The consultant shall develop & design mobilization campaign & communication strategy in concurrence with UPSDM. The consultant shall have to roll out and implement the said strategy. The consultant shall ensure registration of 5 lakh candidates each in the first year and second year respectively.
D	Assistance and Handholding.	
D-1	Develop a handholding system at State as well as District level for smooth implementation of the program.	The consultant shall advise UPSDM for the infrastructure set up for SPMU and DPMUs. The consultant shall ensure functioning of trained staff at SPMU and DPMUs.
D-2	Target achievement till the exit of technical consultant. The performance of consultant shall be judged on the basis of placement and remuneration offered to the trained candidates.	The performance of consultant shall be judged on the basis of placement of the trained candidates as per the norms of UPSDM.

Intellectual Property Rights of the Project

During the operational phase, the responsibility to maintain the IPR would lie with the Consultant. The Consultant shall transfer the IPR to UPSDM, at the time of completion of the assignment.

Time Schedule

The Technical Consultant is being engaged for two years. The Assignment shall be intensive during the first year and will gradually end over next year as soon as the capacities are built within the SPMU. The activity based time line is given below:-

S.N.	Description of Deliverables	No. of days required for the activity	No. of days from Letter of Award
A	**Consultancy Works**		
A-1.	Preparation of EOI/RFQ/RFP and contract document for engaging private sector training	30	30

	providers.		
A-2.	Assisting the mission and to act as Secretariat to the Courses and Training Fee Standardization Committee in finalization of the courses, their syllabus outline and normative training fees.	30	30
A-3.	Assisting the Mission in empanelment of training providers as per the approved RFP.	45	75
A-4.	Developing Process guidelines for implementation of skill development programs as per the broad principles approved by the mission.(*) Relevant portion for RFP should be completed in 30 days.	90(*)	90
A-5.	Developing templates for District and State Skill Development plans and training of district teams in preparing their plans.	90	120
B	**Integrated IT system-** Developing an integrated IT system for managing the programme as per the approved process guidelines and support for its implementation. Developing monitoring system for the mission activities at various levels. Designing systems for post placement tracking of trainees. This shall include design and operationalize State level IT Portal which shall have following deliverables:-		
B-1	System study and analysis report.	30	60
B-2	System design both at functional level as well as technical level.	30	90
B-3	Coding, testing, implementation of the IT system (both unit and integrated testing).	30	120
B-4	Roll out at State level.	15	135
C	Capacity building, Survey, Mobilisation & Communication (IEC Consultancy)-		
C-1	Capacity building of the SPMU, DPMU and other staff, survey.	(ongoing, starting from T0)	Till the end of contract period
C-2	Design of Mobilization campaign and communication strategy and assistance in its roll out.	On going, starting	Till the end of contract period

		from T0	
C-3	Achieving the registration of 5 lac candidates on the Portal in the first year.	On going, Starting from T0	365
	Achieving the registration of 5 lac candidates on the Portal in the second year.	On going, Starting from T366	720
D	Assistance and Handholding.		
D-1	Develop a handholding system at State as well as District level for smooth implementation of the program.	On going	Till the end of contract period
D-2	Target achievement till the exit of technical consultant. The performance of consultant shall be judged on the basis of placement of the trained candidates as per the norms of UPSDM.	On going	Till the end of contract period

APPENDIX C – STAFFING SCHEDULE

S. No.	Key Member	Desired Profile
1	Task Manager (1)	Post graduate degree in HR, Finance, Business Administration or a related discipline with at-least 5 years' experience in HR management, office administration, logistic management along with demonstrated experience in handling similar assignments in large scale projects
2	HR Management Coordinators (2)	Post graduate degree in HR or a related discipline with at-least 2-3 years of experience in HR selection, payrolls management, managing legal compliances related to HR administration, grievance redressal, office management and logistic coordination.
3	Finance Executive (1)	Recognized degree in accounting, finance or a related discipline. Minimum of 5 years of experience, ideally in a project related setting. Proven ability to prepare necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure etc., i.e. ability to establish recognized procedures to account for fund use.
4	Management Executives (1)	Master's degree in Business Administration or related field with minimum of 2 years of experience in programme administration including HR administration, logistic support, and procurement management support.
5	Administrative Assistant (1)	Bachelor/ Master's degree in management, Information Technology or related field with minimum of 2 years of experience in front or back office, specifically in IT network administration & troubleshooting, and in providing logistic support.
6	Manager- Skills and Placement (2)	PG or MBA or MSW in any related discipline from a reputed academic institution; At least 07 years 'experience; experience in managing/handling of state and national level large scale **Poverty Reduction/Livelihoods/ Skill Development** programme will be given preference. The person should have acknowledged capabilities in partnering with reputed training and placement agencies, managing skill development programme for poor and looking after post training placement issues. S/he should have very good understanding of employment policies, public private partnership, market employment trends and better HR practices. The person should have thorough experience of handling MIS in skill development & placement programme/ poverty reduction programmes. S/he should be able to work with various state governments and develop knowledge products, case studies, training modules etc. Programme management skills would also be required with experience counted in terms

		of ability to navigate procurement of partners, managing partnership with them and leading a dispersed team of experience professionals/experts, etc. The person should have proven track record of • Working with state/central government programmes • Implementing livelihoods/poverty reduction programme at scale • Excellent exposure and experience of working for poor communities. The training programmes/specific course in related field will be given weightage.
7	Thematic Manager (Policy framing, Quality control & innovations (2)	PG or MBA or MSW in any related discipline from a reputed academic institution; At least 07 years' experience in **works related to Policy Framing, Quality Control, and Research & Documentation.** Experience of working with state and national level large scale programme will be given preference with proven records of execution of the project. The person should have acknowledged domain expertise in large scale multi-sectoral development program related to research, policy framing, quality operations and innovations. S/he should have understanding and capabilities in designing and implementing large scale multi-layered operations and shall be responsible for planning, supervision and co-ordination with various partners, consultants for quality skill training, analyze market requirements, generate frameworks regarding quality assurance, responsible for quality assurance of all works and timely completion of the projects, coordinate the strategies of the partners to co-create & innovate, co-ordination with the State Government/administration and locals. The person should have proven track record of working with state/central government programmes of similar nature and size. Other desirable attributes which will be give weightage are : • Working in skill development/poverty reduction programme at scale. • Working with programme benefitting poor communities. The training programmes/specific course in related field will be given weightage.

The above 10 resources are required for 2 years on full time basis under the overall supervision of Team Lead and assistance of Project Manager

The required experience across all the positions would require hands on experience in MS Office; and Tally in case of Finance/ Accounting. Detailed roles and responsibilities across all positions shall be shared with the agency being awarded of the contract

APPENDIX D – PAYMENT TO CONSULTANT

Total consultancy fee payable to the consultant shall be Rs. ( ) inclusive of all taxes and duties, payable as per following scheduled milestones:

S.N.	Mile Stone	%age of the fee to be paid
A	**Consultancy Works**	25%
A-1.	Preparation of EOI/RFQ/RFP and contract for engaging private sector training providers.	(5%)
A-2.	Assisting the mission and to act as Secretariat to the Courses and Training Fee Standardization Committee in finalization of the courses, their syllabus outline and normative training fees.	(5%)
A-3.	Assisting the Mission in empanelment of training providers as per the approved RFP.	(5%)
A-4.	Developing Process guidelines for implementation of skill development programs as per the broad principles approved by the mission.	(5%)
A-5.	Developing templates for District and State Skill Development plans and training of district teams in preparing their plans.	(5%)
B	**Integrated IT system-** Developing an integrated IT system for managing the programme as per the approved process guidelines and support for its implementation. Developing monitoring system for the mission activities at various levels. Designing systems for post placement tracking of trainees. This shall include design and operationalize State level IT Portal which shall have following deliverables:-	30%
B-1	System study and analysis report (as is i.e. BPD and to be i.e. BPR reports)	(7.5%)
B-2	System design both at functional level as per Appendix F as well as technical level. (Functional Requirement as per Appendix F Specifications, SRS, Network Design Document (NDD) and System Design Document (SDD)) Infrastructure Requirements and Deployment Architecture Specifications. Security Plan in Conformity with ISMS certification (ISO 27001).	(7.5%)
B-3	Creation of Data Centre, Determination of hardware requirement, Coding, testing, implementation of the IT system	(7.5%)

	(both unit and integrated testing). Documentation of all Technical, Operational, User and Maintenance Manuals etc.	
B-4	Roll out at State level.	(7.5%)
C	Capacity building, Survey, Mobilisation & Communication (IEC Consultancy)-	25%
C-1	Capacity building of the SPMU, DPMU and other staff, survey.	(10%)
C-2	Design of Mobilization campaign and communication strategy and assistance in its roll out. The consultant shall ensure registration of 5 lakh candidates each in the first year and second year respectively.	(8%)
C-3	The consultant shall ensure registration of 5 lakh candidates in the first year.	(3.5%)
	The consultant shall ensure registration of 5 lakh candidates in the second year .	(3.5%)
D	Assistance and Handholding.	20%
D-1	Develop a handholding system at State as well as District level for smooth implementation of the program.	(10%)
D-2	Target achievement till the exit of technical consultant. The performance of consultant shall be judged on the basis of placement and remuneration offered to the trained candidates as per norms of UPSDM	(10%) Payment will be made in four equal installments after the employment of corresponding no of trained candidates as per UPSDM norms.

Note: 1. The consultant shall provide 20 hard copies and five soft copies on DVD each, of all the draft reports and final reports for the approval of designated Committee.

2. The consultant shall be released the deliverable-wise payment, as enunciated above in para 4, @ 50% of the respective fees after the submission of draft report and the balance 50% after the approval of final report by the Designated Committee.

k) A penalty @ 2% of amount of requisite fee after each deliverable, shall be payable by the consultant to UPSDM for the delay of 15 days in the completion of deliverables as detailed in Appendix B, assignment from the scheduled completion date subject to maximum of 5% of the amount of total fees, unless & until is extended by the Authority. Once the maximum is reached, the UPSDM may terminate the Contract pursuant to clause “Termination”.

APPENDIX E - DUTIES OF THE CLIENT

a) All work regarding creation of Governing Council, State Steering Committee, State Executive Committee, District Executive Committee etc.

b) Coordination with various departments and stake holders.

c) Issuance of various government orders/policy amendments as per requirement of the project.

d) Providing office space to the consultant for setting up their working unit.

e) Providing all the hardware and all necessary system software requirement for the integrated IT system to be set up by the consultant as per specification provided by the consultant.

f) Assigning of relevant officials as per project need.

g) Resolution of problems and disputes arising.

APPENDIX F - Functionalities of the IT System

1. Integrated IT solution primarily will have following modules
   - Online registration of candidates for training
   - Interface with different departments whose schemes are being implemented
   - Formation of batches in different districts for respective training providers
   - Database of all the candidates and trainees
   - Capturing of daily attendance from training centres on central server
   - Interface with training providers and vocational training providers
   - Interface with assessing agencies
   - e-payment of training providers and assessing agencies
   - Maintaining utilization certificates of different schemes as per prescribed norms
   - Management Information System
   - Database of potential employers
   - Post employment tracking
   - Help and support system for trainees etc
2. The category of clients using the IT solution would be:
   - Central level
     - Central Government Departments and agencies
     - State Government
     - UPSDM-SPMU
     - Training providers/VTPs
     - Different departments of State Government
     - Assessing agencies
     - Employers
   - Unit Level
     - DPMUs
     - Candidates/Trainees
3. UPSDM will procure hardware and system software as per the specifications suggested by the bidder but the bidder will develop using its own system software. UPSDM will provide its licensed system software at the time of testing.

4. The time lines for development of IT Solution would be

S No	Activity	No of days	Time Lines
1	Designing of IT solution by the bidder	40	T+40 days
2	Identification of specifications of Hardware and Software by bidder	05	T+45 days
3	Procurement of Hardware and Software by UPSDM	40	T+85 days
4	Development of software	60	T+105 days
5	Testing+Deployment of software+ Rolling out	30	T+135 days
6	Maintenance of software	On going	On Going

5. The responsibilities of the consultant would be
    - Designing of the IT solution.
    - Identification of specifications for hardware and system software
    - Developing and deployment of software
    - Providing hosting services for the IT solution for contract period
    - Maintenance of IT solution for contract period

APPENDIX G – EOI-CUM-RFP DOCUMENT