# ANNEXURE E – Contract for Training Provider

**(to be printed on Rs 200 stamp paper in duplicate)**

**CONTRACT FOR TRAINING SERVICES**

**FOR TRAINING, ASSESSMENT, CERTIFICATION, PLACEMENT AND POST PLACEMENT OF CANDIDATES BY THE TRAINING PROVIDER**

THIS CONTRACT is entered into on this ……….(Day)……………of …………….(Month) of 2018 , by and between The Director, State Skill Mission, Karnataka hereinafter known as “The Client”having its office atKaushalya Bhavan, Near Diary Circle, Bannerghatta Road, Bangalore 560029 andplease provide full name as registered on Kaushalkar) having its registered office at (please provide full address as registered on Kaushalkar) hereinafter known asthe “Service Provider”.

The Service Provider also has their training centre/s at (please provide full address and job roles for respective centers as registered on Kaushalkar and for which Provisional Accreditation has been issued and requisite fees paid)

WHEREAS, the Client wishes to have the Service Provider performing the services hereinafter referred to, and

WHEREAS, the TP is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

* + 1. **Services:**

(i) The TP shall perform the services specified in Attachment A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

1. The TP shall provide the personnel listed in Attachment B, “TP’s Personnel” to perform the Services.

(iii The TP shall submit to the Client the reports in the form and within the time periods specified in Attachment C, “TP's Reporting Obligations”.

* + 1. **Term:**

The TP shall perform the Services during the period commencing [insert start date] and continuing through for a period of three years from the date of signing of this contract.

**3. Payment:**

**A. Ceiling**

For Services rendered pursuant to Attachment A, the Client shall pay the TP an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the TP’s costs and profits as well as any tax obligation that may be imposed on the TP and at no point of time, TP would collect any fee or any charges from the trainees.

If at all such instances are brought to the knowledge of the government/client/District Skill Mission this contract stands terminated.

**B. Schedule of Payments**

i. The funds should be released to the Training Provider as per the following schedule:

|  |  |  |
| --- | --- | --- |
| Installment | Percentage of total cost of each Batch | Output Parameters |
| 1st | 30% | On commencement of Training Batch against all validated candidates after inspection by District Inspection Team within 7 days of commencement and duly certified by the District Skill Mission (as per Guidelines). Bank Guarantee for 20 % of the batches commenced to be paid at the time of release of 1st installment. |
| 2nd | 20% | On completion of 50% of the minimum hours of training required as per Job Role and QP and Curriculum after inspection by District Inspection Team within 7 days of completion and duly certified by the District Skill Mission |
| 3rd | 30% | On successful assessment and certification of the trainees by Assessment and Certification Body and duly certified by the District Skill Mission |
| 4th | 20% | TP will furnish the Bank Guarantee from any Nationalized Bank for 20% for the fourth instalment to be released, which would be forfeited if TP fails to adhere to conditions below. Payment will be released upon submission of invoice and duly certified by the District Skill Mission. |

Any TPs/TCs entering into litigation on the ground of Bank Guarantee will be de-recognized and not be allowed to participate in any training. Payment for first instalment shall be made only after receipt of Bank Guarantee.

1. The above payment schedule is subject to the following:
   1. It is applicable only for fresh training commenced after execution of this contract.
   2. The second tranche of 20% will be calculated on the basis of candidates actually attending with 70% cumulative attendance excluding the dropouts
   3. The 1st tranche payment of the dropouts will be adjusted in second tranche.
   4. The drop outs will not be considered for 3rd tranche.
   5. Payment will be suspended when there is a complaint by any trainee till the complaint is fully resolved.
   6. TP will furnish the Bank Guarantee from any Nationalized Bank for 20% at the time of release of 1st installment.
   7. The 20% of training cost which is linked to the outcome (4th tranche) would be released against the Bank guarantee furnished by the TP subject to the following:
2. TP shall be eligible for 100% of the fourth tranche for those trainees with 70% attendance at time of assessment.
3. Employment (both wage and self) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment;

Provided that the SDEL Department will have freedom to alter the percentage of wage and self-employment based on specifics of the scheme that have been designed exclusively for self-employment/ entrepreneurship, nature of activity, local economy, social conditions, etc.

b. In case of wage employment and recognition of prior learning, candidates shall be placed in jobs that provide wages at least equal to minimum wages prescribed and such candidates should continue to be in jobs for a minimum period of three months, from the date of placement in the same or a higher level with the same or any other employer. Proof of appointment letter and pay slip for 3 months should be provided for this.

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

(ii) Bank Guarantee to training Provider will be released on pro rata basis on achievement of 50-69% placement of those who have been certified with at least 50% minimum wage employment of the certified trainees within three months of completion of training in case of fresh entrants.

(iii) Training provider will be asked to discontinue the training in that particular trade/centre and will be paid only on pro rata basis, if the outcome achievement over the period of one year in case of fresh entrants/ 14 months in case of reskilling and upskilling, is unsatisfactory as defined under and the Bank Guarantee would be forfieted:

a. 49% and below placement of those who have been certified with at least 50% minimum wage employment of the certified trainees within three months of completion of training in case of fresh entrants.’

b. 49% and, below number of certified candidates with increase of at least 3% n remuneration within 14 months in case of reskilling and up skilling.

c. 49% and below number of formal recognition and certification of experiential training in vocational trade or craft leading to appropriate increase in wages in the respective skill category of the candidate for immediate and subsequent production cycle or meets the conditions provided as above in case of self-employment.

d. In the case of such disengagements, the SDEL Department would take a prompt decision, after careful consideration of all related factors with respect to performance, whether to disengage such Training Provider from implementation of the Scheme/Project.

e. The de-empanelment by SDEL Department would be done for the trade under advice by the Director Skill Mission to the SDEL Department.

f. This would be intimated to all the departments undertaking Skill Development Programmes and not to engage this training provider.

g. The training provider would get an opportunity to re-apply for empanelment for the training after a gap of at least one year from the date of notification of de-empanelment by the SDEL Department.

Note: All payments shall be made on submission of pre-receipted invoices by the TP in duplicate for the respective stages.

* 1. **Payment Conditions:**

1. Payment shall be made in Indian Rupees, no later than 60 days following submission by the TP of invoices in duplicate to the District Skill Mission following conditions and procedures.
2. The payouts will directly be transferred to TP bank accounts in installments on the output performance parameters detailed in para 3B above.
3. The TPs will submit bills of each tranche / installment to the DSMs along with the compliance of output performance parameters
4. The bills will be verified and certified by the DSM’s office within 3 days of the submission of bills and TP shall be inspected by District Inspection Team to verify the particulars and report should be sent to Director Skill Mission along with the compliance of output performance parameters or returned back to TPs for compliance if any and same procedure should be repeated.
5. All available visit/inspection reports should be taken into consideration while processing the bills by the DSM. Mandatory visits to the TCs of the TPs or inspection of the TCs should have been undertaken by the respective Inspection teams constituted by SDELfor processing bills of each installment.
6. The payment shall be made by State Skill Mission to the TPs on the basis of the recommendations/ due certification of the valid and verified bills by the DSM.
7. In case of the third installment the DSMs will also verify the Assessment and Certification given by the Assessment and Certification Body
8. In case of the fourth installment, the DSMs will also verify the placement / self employment records
9. The payment shall be made to TP on the basis of valid and verified bills and records by the Director Skill Mission within 7 days of receipt of report of the DSO.
10. **Contract Administration:**
    1. **Coordinator:**

The District Skill Officer acts as a Coordinator for this agreement. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the TP and for receiving and approving/ certifying invoices for the payment.

* 1. **Reports:**

The Reports listed in Attachment C, “TP’s Reporting Obligations” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

1. **Performance Standards:**

The TP undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The TP shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

1. **Confidentiality:**

The TP shall not, during the term of the Contract and after 2 years of its expiration, disclose any proprietary or confidential information relating to the trainees, Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

1. **Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the TP for the Client under the Contract shall belong and remain the property of the Client. The TP may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

1. **TP not to be engaged in certain activities:**

The TP agree that during the term of this Contract and after its termination, the TP and any entity affiliated with the TP, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

1. **Insurance:**

The TP will be responsible for appropriate insurance coverage. In this regard, the TP shall maintain workers compensation, employment liability insurance for their staff on the assignment. The TP shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any propertyarising out of, or in connection with the services which result from the fault of the TP or its staff. The TP shall provide the Client with certification thereof up on request.

1. **Assignment:**

The TP shall not assign this Contract or to sub-contract any portion without the Client’s prior written consent.

1. **Law governing the Contract and its Jurisdiction:**

The contract shall be governed by the Laws of India and subject to the jurisdiction of Bangalore courts.

1. **Indemnity:**

The TP shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the TP and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

1. **Taxes:**

The TP shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to **the** deduction of such tax as may be lawfully imposed.

1. **Franchise:**

The TP confirms that all the information submitted is fully true and the Training Centres are fully owned or exclusively on lease to it . If at any time it appears that any part or the entire information submitted is false or the TC/ TCs are franchises, then the Accreditation Certificate would be cancelled, the fees forfeited, and this contract shall be deemed as null and void.

**For the Client** **For the Service Provider**

Signed by: Signed by:

Name and designation Name and designation

Date: Date:

Place Place:

**List of Attachments to the Contract:**

* 1. Attachment A: Terms of Reference and Scope of Services
  2. Attachment B: Training Provider Personnel
  3. Attachment C: Training Provider’s Reporting Obligations
  4. Copy of Challan (accreditation fee paid for TP and TC)
  5. Bank Guarantee from any Nationalized bank
  6. Relevant deeds/ documents to substantiate constitution of TP (for those availing subsidized accreditation fee)

**Attachment A: Terms of Reference and Scope of Services (to be filled by Department)**

**Scope of the work:**

………………………….., Training Provider is entrusted with Training, Placement and Post-Placement Services for job roles listed below under Chief Minister’s Kaushalya Karnataka Yojane (CMKKY/ PMKVY) to undertake following training programmes in the Training Centre located at ……………………………………………..(Address) (please provide full address and job roles for respective centers as registered on Kaushalkar and for which Provisional Accreditation has been issued and requisite fees paid)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sector** | **Job Role** | **Residential /Non Residential** | **Batch Number** | **Number of Candidates Allocated** | **Hours of Training** | **Total Amount Sanctioned**  **(Rs. in Lakhs)** | **Duration of the Training (from date to date)** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total** | | **Residential** | |  |  |  |  |
|  | | **Non Residential** | |  |  |  |  |
| **Grand Total** | | | |  |  |  |  |

1. The Categories of beneficiaries shall include the following:

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sector** | **Job Role** | **Residential /Non Residential** | **Candidates** | | | | | | | | |
|  |  |  | **SCs** | | **STs** | | **Minorities** | | **Total** | | **Grand Total** |
|  |  |  | **Women** | **Specially Challenged** | **Women** | **Specially Challenged** | **Women** | **Specially Challenged** | **Women** | **Specially Challenged** |
|  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |
| **Total** | | **Residential** |  |  |  |  |  |  |  |  |  |
|  |  | **Non Residential** |  |  |  |  |  |  |  |  |  |
| **Grand Total** | | |  |  |  |  |  |  |  |  |  |

1. Hence ………………………….., Training Provider has to implement CMKKY/ PMKVY in letter and spirit by providing quality training to the aspiring candidates under each job role listed above, allocated by the client through selection from the list of registered candidates in the kaushalkar.com and place 70 % of the trained candidates in gainful employment following the tasks with terms and conditions explained against them.

**Tasks to be carried out by TP:**

1. The TP would conduct training to the candidates allocated by the client in the Training Centre at, (Address) having requisite physical infrastructure and equipment as per CMKKY/ PMKVY and duly verified/ inspected by the District Skill Mission and to be found as per requirement.
2. The TP would maintain good environment in the training centre keeping all the infrastructure and equipment in better condition with qualified trainers and other facilities to provide quality training to all the candidates undergoing the training.
3. The TP would provide equipment and teaching learning materials including course content, trainers kit, assessment material as required by the guidelines/orders/circulars issued from time to time by the government/ Client.
4. The TP would maintain forms and registers as required by the guidelines/orders/circulars issued from time to time by the government/ Client.
5. The TP would maintain Biometric based attendance of candidates, Trainers and Inspection Team visiting TC.
6. At least 75% of the trainers should be on the roles of the TC and 25% may be guest trainers and these trainers details should be provided in Annexure-B.
7. The TP should follow the procedure for Allocation of Targets to Training Providers (TP)/Training Centers (TC), Training, Assessment, Certification and Placement and Post Placement of Candidates and instructions issued from time to time by the government/ Client.
8. The TP should have Career Counseling, Guidance and Placements Centre at the TC for candidates undergoing training and aspiring candidates visiting TC enabling them to get decent employment. One of the TC personnel may be made in charge of this centre and literature with regard to employer job roles and their description, etc. made available to the candidates.
9. The TP will make available following at the beginning of the training programme:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Job Role | Candidates Kit | Course Material | Assessment Material | Trainers Kit | Assessment and Certifying Agency | Prospective Employers | Others  (Specify) |
| 1 | Job role name |  |  |  |  |  |  |  |
| 2 | Job role name |  |  |  |  |  |  |  |
| 3 | Job role name |  |  |  |  |  |  |  |
| 4 | IT |  |  |  |  |  |  |  |
| 5 | Soft Skills |  |  |  |  |  |  |  |
| 6 | English |  |  |  |  |  |  |  |
| 7 | Others (Specify) |  |  |  |  |  |  |  |

**Attachment B: Training Provider’s Personnel**

* + 1. **Training Staff**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Name** | **Position/Assignment** | **Education Qualification** | **Other courses required for training** | **Experience** | **Date of Joining to the TC** | **Remarks** |

* + 1. **Supporting Staff**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Name** | **Position/Assignment** | **Education Qualification** | **Experience** | **Date of Joining to the TC** | **Remarks** |
| **01** |  |  |  |  |  |  |
| **02** |  |  |  |  |  |  |
| **03** |  |  |  |  |  |  |
| **04** |  |  |  |  |  |  |
| **05** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Attachment C: Training Provider’s Reporting Obligations**

**TC will report the following:**

1. Reports designed by Government/ Client including the Manual and Online data submission and also the following:
2. Biometric capture of attendance of trainees and trainers
3. Biometric capture of attendance of visits by inspection team
4. CCTV footages
5. Completion details of Training Programme of each batch
6. Assessment and certification details of candidates
7. Placement details of candidates
8. Post placement services
9. any other report/information sought by Government/ Client/ District Skill Mission