

ANNEXURE E – Contract for Training Provider

(to be printed on Rs 200 stamp paper in duplicate
Stamp paper should purchased as 1st Party M.D. KSDC & 2nd Party Name of the Training
Provider)

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 2020 ,
by and between The Managing Director, Karnataka Vocational Training and Skill
Development Corporation Ltd / KSDC, Karnataka hereinafter known as “The Client
“having its office at Kaushalya Bhavan, Near Diary Circle, Bannerghatta Road, Bangalore
560029 and please provide full name as registered on Kaushalkar) having its registered
office at (please provide full address as registered on Kaushalkar)
hereinafter known as the “Service Provider”.

The Service Provider also has their training center/s at (please provide full address and
job roles for respective centers as registered on **kaushalkar.com** 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”).
- (ii) 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”.

2. Term:

The TP shall perform the Services during the period commencing [insert start date]
DD/MM/YYYY 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 to Rs. _____/- (Rupees in Words)
_____)

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
1 st	50%	On commencement of Training Batch against all validated candidates after inspection by District Inspection Team within 15 days of commencement.
2 nd	30%	On successful assessment and certification of the trainees by Assessment and Certification Body.
3 rd	20%	On successful placement of minimum 70% of Assessed Trainees.

Any TP/TCs entering into litigation will be de-recognized and not be allowed to participate in any training. Payment of 1st instalment shall be made only after the receipt of the Inspection Report and other relevant documents duly certified by the District Inspection Team. The first instalment shall be made only when all the conditions mentioned in the work-order, MOU / Contractual Agreement including reservation to Women, Minorities, SC & ST, PwD are strictly followed while forming the batches else payment won't be made.

ii. The above payment schedule is subject to the following:

- The second tranche of 30% will be calculated on the basis of candidates actually attending with 70% cumulative attendance excluding the dropouts and on successful assessment and certification of the trainees by Assessment and Certification Body.
- The 1st tranche payment of the dropouts / failed candidates will be adjusted in second tranche.
- The drop outs will not be considered for 2nd tranche.
- Payment will be suspended when there is a complaint by any trainee till the complaint is fully resolved.

- e. The 20% of training cost which is linked to the outcome 3rd tranche would be released against the successful placement of minimum 70% of Assessed Trainees.
- iii. TP shall be eligible for 100% of the third tranche for those trainees with 70% placement.
 - a. 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.
- iv. **The third instalment 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.**
- v. **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.**
 - 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 Managing Director, Karnataka Vocational training and Skill development Corporation Ltd. (KSDC), 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.

b. Payment Conditions:

- i. 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.
- ii. The payouts will directly be transferred to TP bank accounts in installments on the output performance parameters detailed in para 3B above.
- iii. The TPs will submit bills of each tranche / installment to the DSMs along with the compliance of output performance parameters
- iv. 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 Managing Director, Karnataka Vocational training and Skill Development Corporation (KSDC) along with the compliance of output performance parameters or returned back to TPs for compliance if any and same procedure should be repeated.
- v. 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 SDEL for processing bills of each installment.
- vi. The payment shall be made by Karnataka Vocational training and Skill Development Corporation (KSDC) to the TPs on the basis of the recommendations/ due certification of the valid and verified bills by the DSM.
- vii. In case of the second installment the DSMs will also verify the Assessment and Certification given by the Assessment and Certification Body
- viii. In case of the third installment, the DSMs will also verify the placement / self-employment records

- ix. The payment shall be made to TP on the basis of valid and verified bills and records by the Managing Director, Karnataka Vocational Training and Skill Development Corporation (KSDC) within 7 days of receipt of report of the DSO.

4. Contract Administration:

A. 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.

B. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 property arising 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.

10. Assignment:

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

11. 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.

12. 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.

13. 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.

14. Franchise:

The TP confirms that all the information submitted is fully true and the Training Centers 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

Authorized signatory of training provider

Signed by:

Signed by:

Name and designation: MD, KVTSDC / KSDC

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. 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.com 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	
Total		Residential									
		Non-Residential									
Grand Total											

- 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:

- 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.
- The TP would maintain good environment in the training center 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.
- 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.
- The TP would maintain forms and registers as required by the guidelines/orders/circulars issued from time to time by the government/ Client.
- The TP would maintain Biometric based attendance of candidates, Trainers and Inspection Team visiting TC.
- 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.
- 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.
- 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 center and literature with regard to employer job roles and their description, etc. made available to the candidates.
- 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
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2. 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:

- a. Reports designed by Government / Client including the Manual and Online data submission and also the following:
 - i. Biometric capture of attendance of trainees and trainers
 - ii. Biometric capture of attendance of visits by inspection team
 - iii. CCTV footages
 - iv. Completion details of Training Programme of each batch
 - v. Assessment and certification details of candidates
 - vi. Placement details of candidates
 - vii. Post placement services
 - viii. any other report/information sought by Government/ Client/ District Skill Mission
 - ix. Insurance coverage as per clause 9 of contract agreement (Trainees, Staff & Infrastructure)

b. Training Provider should submit the information in addition to the above:

- i. TP / TC Documents in Annexure – TP/TC-1
- ii. Recipient ID in Annexure – TP/TC-2
- iii. Tax Invoice / Bill in Annexure – TP/TC-3
- iv. Furnishing of GST No. is Mandatory.

Submission of TP/TCs Documents – (ANNEXURE – TP/TC-1)

TP/TCs Name :

Passport size photo of
training provider
along with Authorized
signatory

VTP Number :

CAAF No. :

Batch No. :

Job Role :

TP & TC online reports

Contract Copy

Content of Curriculum

TP & TCs fee receipt or KTC-25 issued by DSDO

Tax Invoice (4 copies for each head account (SCP, TSP & General) certified by DSDO/District Inspection Team.

Insurance certified by DSDO/ District Inspection Team.

DSDO Inspection Report as follows:

1. 1st Inspection report within 15 days from the commencement of the training for claiming the 50% of training cost. The DSDO should certify the trainees in respect of SC/ST candidates.
2. 2nd Inspection report on successful assessment and certification of the trainees by Assessment and Certification Body.
3. 3rd Inspection report on successful placement of minimum 70% of Assessed Trainees.

PAN Card Proof

GST Proof

TAN Proof

Authorized Signatory
Name, Designation with Seal & Signature

- : BANK DETAILS : -

Documents to Create Recipient ID (ANNEXURE – TP/TC-2)

1	Aadhaar Number	
2	Pan Number with proof	
3	GST Number with proof	
4	First Name	
5	Middle Name	
6	Last Name	
7	E-mail ID	
8	Recipient Name as per Bank Pass Book	
09	Bank Name	
10	Bank Branch Name & Email ID of the Bank	
11	Bank Account Number	
12	Bank Account Type	
13	IFSC Code	
14	MICR Code	
15	Bank Address	
16	Cancelled Cheque Leaf	One
17	Bank Pass Book Account Detail Sheet Xerox	

Authorized Signatory
Name, Designation with Seal & Signature

(PRINT ON YOUR LETTER HEAD) ---> FORMAT 2021
TAX INVOICE / CREDIT BILL (ANNEXURE – TP/TC-3)

Invoice No :		TAX INVOICE / CREDIT BILL	Date :	
GST IN No.:			PAN No.:	
Recipient ID :			TAN :	
Training Provider Address			VTP No :	

To,
The Managing Director,
Kaushalya Mission – KSDC,
3rd Floor, Kaushalya Bhavan, Near Dairy Circle,
Bannerughatta Road, Bangalore-560029.

PARTICULARS

TP Name		CAAF No:	
TC Name		HOA TYPE	
SECTOR		Category (SCP/TSP/General)	
JOB ROLE			

Skill Training Program Under CMKKY

Sl. No.	Batch (CFBT No.)	Training Duration NSQF	Trg. Cost Rs./Hr./ Candidate	No. of Candidates Trained	Total Amount (in Rs.)	1 st Trench @ 50% of Total Amount (in Rs.)
Grand Total						

Rupees in Words		
Account Details	Name of the Account:	
Recipient ID	Account No.:	
	Bank Name & Branch:	
	IFSC Code:	
Remarks		

Authorized Name & Signature
(with seal)