# "Revised Contract Agreement" as per the Government Order vide

No. ಕೌಉಜೀಇ 153 ಕೌಗುಇ 2023 ದಿನಾಂಕ : 25-1-2024

# ANNEXURE E – Contract for 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 ………………….. 20 , 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

**M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereinafter known as the “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.com** and for which Provisional Accreditation has been issued and requisite fees paid)

**Job role allotted & TC details**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SL.NO.** | **VTP NUMBER** | **VTP NAME** | **SECTOR** | **JOB ROLE** | **Number of Candidates allocated** | **Hours of Training** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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 from \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_ and continuing through for a period of one year 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** |
| 1st | 50% | On successful assessment and certification of the trainees by Assessment and Certification Body. |
| 2nd | 50% | On successful placement of minimum 70% of Assessed Trainees |

Any TPs/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.

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

a. The first tranche will be calculated on the basis of candidates actually attending with 70% cumulative attendance and on successful assessment and certification of the trainees by Assessment and Certification Body.

b. Payment will be suspended when there is a complaint by any trainee till the complaint is fully resolved.

e. The 50% of training cost which is linked to the outcome second tranche would be released against the successful placement of minimum 70% of Assessed Trainees.

iii. TP shall be eligible for 100% of the second tranche for those trainees with 70% placement of certified trainees

1. 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 second instalment to training provider will be released on achievement of 70% placement of those who have been certified with at least 50% minimum wage employment of the certified trainees within three months of the 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.

* 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 Coordinator designated in Clause 4 through 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 DSDOs along with the compliance of output performance parameters.
4. The bills will be verified and certified by the DSDO’s office after the submission of bills and TC shall be inspected by District Inspection Team to verify the particulars and report should be sent to Karnataka 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.
5. All available visit/inspection reports should be taken into consideration while processing the bills. At least two visits to the TCs or inspection to the TCs should be undertaken by the District Inspection Team for processing bills of each installment.
6. In case of the second instalment, the DSDOs will also verify the Assessment and Certification given by the Assessment and Certification Body.
7. In case of the third installment, the DSDOs will also verify the placement / self-employment records.
8. **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, should not engage in any activities which would result conflict of interest.

1. **Insurance:**

The TP will be responsible for appropriate insurance coverage. Every trainee should be covered with proper insurance by TP. 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.

1. **Assignment:**

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

1. **Jurisdiction:**

The courts situated within the city of Bangalore alone shall have jurisdiction to decide all disputes and claims the may arise between the parties. All the disputes, settlements will be subjected to Bangalore city jurisdiction only.

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 thededuction of such tax as may be lawfully imposed.

1. **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) 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** |
|  |  |  |  |  |  |  |  |  |  |  |  |
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| **Total** | | **Residential** |  |  |  |  |  |  |  |  |  |
|  |  | **Non-Residential** |  |  |  |  |  |  |  |  |  |
| **Grand Total** | | |  |  |  |  |  |  |  |  |  |

1. Hence ………………………….., Training Provider has to implement CMKKY 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 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 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.
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 center and literature with regard to employer job roles and their description, etc. made available to the candidates.
9. The TP should have proper CCTV cameras as specified by KSDC and integrate the same with Data Centre of KSDC

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 | By TP | By TP | By TP | By TP | By Dept. | By TP |  |
| 2 | Job role name | By TP | By TP | By TP | By TP | By Dept. | By TP |  |
| 3 | Job role name | By TP | By TP | By TP | By TP | By Dept. | By TP |  |
| 4 | IT | By TP | By TP | By TP | By TP | By Dept. | By TP |  |
| 5 | Soft Skills | By TP | By TP | By TP | By TP | By Dept. | By TP |  |
| 6 | English | By TP | By TP | By TP | By TP | By Dept. | By TP |  |
| 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** | **TR-ID** | **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. CCTV footages
4. Completion details of Training Programme of each batch
5. Assessment and certification details of candidates
6. Placement details of candidates
7. any other report/information sought by Government/ Client/ District Skill Mission
8. Insurance coverage as per clause 9 of contract agreement (Trainees, Staff & Infrastructure)
9. **Training Provider should submit the information in addition to the above:**
10. TP / TC Documents in Annexure – TP/TC-1
11. Recipient ID in Annexure – TP/TC-2
12. Tax Invoice / Bill in Annexure – TP/TC-3
13. Furnishing of GST No. is Mandatory.

**For the Client**

Signed by:

Name and designation: MD, KVTSDC / KSDC

Date:

Place:

**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 on completion of the 20% of the Training Duration.
2. 2nd Inspection report On successful assessment and certification of the trainees by Assessment and Certification Body. The DSDO should certify the trainees in respect of SC/ST candidates.
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