CONTRACT

THIS AGREEMENT is made on this………..**Day of Month …………………**in the **Christian era 2018**

**BETWEEN**

Uttar Pradesh Skill Development Societyrepresentedthrough.......................................................................................................................... (Hereinafter called the “Client / Authority") which expression shall unless repugnant to the context thereof shall mean and include its administrator, successor in office, representative, assigns, of the **First part**,

And

The Training Provider **r**epresented (Hereinafter called the “Government Training Partner” or the “GTP”) which expression shall unless repugnant to the context thereof shall mean and include its successors, heirs, assigns, representative of the **Second part**.

**WHEREAS**

The Department of Vocational Education and Skill Development, Govt. of Uttar Pradesh through the Uttar Pradesh Skill Development Society has launched the Uttar Pradesh Skill Development Mission (hereinafter referred to as “UPSDM”) to provide an opportunity to the youth for skill training based on their aptitude and skill level.

And whereas the Government Training Partner (GTP) has been empanelled through process detailed in circular No. 457/TPC/KVM/2014, dated 12 July, 2014 for the aforesaid training in the State of Uttar Pradesh and a time bound target has also been determined.

NOW THIS AGREEMENT is entered by and between the parties hereto for imparting employment oriented successful training to the youth of Uttar Pradesh on the terms, conditions and stipulations as set forth hereunder:

The GTP has been empanelled for imparting training on the instruction of the Uttar Pradesh Skill Development Society for the period ending March 31, 2020, subject to fulfilment of the terms and conditions of this Agreement, The scope of work and other responsibilities of the GTP as described GTP Circular which forms part of this Agreement is unconditionally acceptable to the GTP.

**II. General Conditions of Contract**

**1. General Provisions**

* 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) “Government Training Partner” or “GTP” means such Government of India or State Govt. of Uttar Pradesh training institutions which:

1. Are established, controlled and funded by Government.

Or

Self-Governing Institution established by government and fully or partially funded by government

Or

Institutions established, controlled and financed by Government Public Sector Enterprises

And

1. Are in existence since minimum last three financial years and have conducted training of minimum 200 candidates inpast two financial years.

And

1. Institutions with their own establishment and training capacity within Uttar Pradesh wherein vocational training approved under UPSDM can be successfully implemented.

(c) “Contract/ Agreement” means the Contract signed by the Parties and all the attached documents

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect.

(f) “Client / Authority” means the Uttar Pradesh Skill Development Society (UPSDS) that has entered into the contract with the GTP.

(g) “GC” means the General Conditions of Contract.

(h) “Government” means the Government of Uttar Pradesh.

(i) “Party” means the “Authority / Client” being the First Party or the “Government Training Partner” being the Second Party, as the case may be, and “Parties” means both of them.

(j) “Services” means the work to be performed by the Government Training Partner pursuant to this Contract, as described in Appendix A hereto.

(k) “Third Party” means any person or entity other than the “Client / Authority” or the “Government Training Partner

(l) “In writing” means communicated in written form with proof of receipt.

(m) “Empanelment” means the signing of the Contract between the “Client / Authority” and the “Government Training Partner”.

(n) “Programme” means Skill Development Programme of the State of Uttar Pradesh that shall be managed by the “Client / Authority”.

(o) Circular No. 457/TPC/KVM/2014, dated 12 July, 2014forms an integral part of this Agreement.

**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 / Authority and the GTP. The GTP, subject to this Contract, has complete charge of Personnel 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. Notices:**

1.4.1.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 Contract.

1.4.2 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 Contract.

**1.5.** **Location:** The Services shall be performed in the State of Uttar Pradesh, at such locations as are specified in **Annexure A of this Agreement** and, where the location of a particular task is not so specified, at such locations, as the Client / Authority may approve.

**1.6. 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 / Authority or the GTP may be taken or executed by the officials as specified hereunder:

* Mission Director of UPSDM for the First Party
* Official in whose name **Authorised Representative** has been entrusted by the Second Party (as submitted in the proposal)

**1.7. Taxes and Duties**:

1.7.1 The GTPshall be responsible for meeting all tax liabilities arising out of the Contract.

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

**1.8.Fraud and Corruption**

1.8.1 **Definitions:** It is the Client / Authority’s policy to require that Client / Authority as well as GTP to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client / Authority define, for the purpose of this provision, the terms set forth here in below:-

(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) “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;

(iv) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among organisations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of a contract.

1.8.2 **Measures to be taken by the Client / Authority**

1. The Client / Authority may terminate the contract if it determines at any time that representatives of the GTP were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the execution of the contract, without the GTP having taken timely and appropriate action satisfactory to the Client / Authority to remedy the situation;
2. The Client / Authority may also sanction an order against the GTP, including declaring the GTP ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the GTP has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing, an Client / Authority-financed contract;

**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 2.9hereof.

**2.3. Commencement of Services:** The GTP shall commence the Services not later than ten (10) days from signing the Contract by both the parties.

**2.4.Expiration of Contract:** Unless terminated earlier pursuant to Clause 2.9 of this Section hereof, this Contract shall expire on the 31st of March 2020 but the agreement may be terminated if GTP fails to comply with satisfactory achievement on annual performance review.

**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) Client/Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties to account for GoI/GoUP stance on various schemes being covered under the Mission,(b) Any modification or variation of the terms and conditions of this Contract not covered under the (a) above, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 6.2of this Section 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 / Authority is required.

**2.7. Force Majeure**

2.7.1. **Definition**–a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, 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 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 agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

d) The Client / Authority will decide the eventuality of Force Majeure which will be binding on both the parties.

2.7.2. **No Breach of Agreement:** 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 Agreement 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 Agreement.

2.7.3. **Measures to be taken:**(a)A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

(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 event 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 notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. **Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5. **Payments:** No payment shall be made during the period of GTP’s inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.

2.7.6. **Consultation:** Not later than thirty (30) days after the GTP has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.8. Suspension:** The Client / Authority may, by written notice of suspension to the GTP, without any obligation (financial or otherwise) suspend all the payments to the GTP hereunder if the GTP shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension:

(a) shall specify the nature of the breach or failure, and

(b) shall provide an opportunity to the GTP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the GTP of such notice of suspension. The above action will be taken by Client after appropriate approvals.

**2.9. Termination of the Agreement**

2.9.1. **Termination for Default**: The Client / Authority may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the GTP, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the GTP to rectify the breach):

(a) The agreement may be terminated if it is discovered at any stage that the GTP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.

(b) If the GTP, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.

(c) If the GTP commits breach of any condition of the Agreement.

(d) If the GTP is de-empanelled at any stage during the course of the Agreement.

2.9.2. **Termination for Insolvency:** The Client / Authority may at any time terminate the Agreement by giving a written notice of at least 30 days to theGTP, if the GTP becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the GTP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

2.9.3 **Termination for Convenience –**The Client / Authority, by a written notice of at least 30 days sent to the GTP, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the Client’s convenience, the extent to which performance of the GTP under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the GTP may be appropriately compensated for the loss incurred by the Agreement, if any, due to such termination.

2.9.4. **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 GTP shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

2.9.5. **Termination by the Client** - The Client / Authority may, by not less than thirty (30) days’ written notice of termination to the GTP, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

(a) the GTP 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 Client / Authority may have subsequently granted in writing;

(b) the GTP 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;

(c) the GTP fails to comply with any final decision reached as a result of arbitration proceedings;

(d) the GTP fails to comply to the decisions of the Client;

(e) theGTP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the GTP knows to be false;

(f) any document, information, data or statement submitted by the GTP in its Proposals, based on which the GTP was considered eligible or successful, is found to be false, incorrect or misleading; or

(g) as the result of Force Majeure, the GTP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.9.6. Termination by the GTP** - The GTP 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 GTP may have subsequently agreed to in writing) following the receipt by the Client of the GTP’s notice specifying such breach; the GTP 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;

(b) as the result of Force Majeure, the GTP 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.

2.9.7. **Payment upon Termination** – Upon termination of the Agreement, no payment shall be made by the Client to the GTP.

2.9.8 **Cessation of Rights and Obligations and Services**: Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

* 1. such rights and obligations as may have accrued on the date of termination or expiration,
  2. the obligation of confidentiality, the GTP’s obligation to permit inspection, copying and auditing of its accounts and records by UPSDS

Upon termination of this Agreement by notice of either Party to the other Party, the GTP 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.

**3. OBLIGATIONS OF THE GTP**

**3.1General**

3.1.1 **Standard of Performance:** The GTP 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 GTP shall always act, in respect of any matter relating to this Contract or to the Services to the Client / Authority, and shall at all-time support and safeguard the Client / Authority’s legitimate interests in any dealings with Third Parties.

**3.2.Conflict of Interests**: The GTP shall hold the Client / Authority’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the GTP shall promptly disclose the same to the Client / Authority and seek its instructions.

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

**3.4.Accounting, Inspection and Auditing**: The GTP (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 funds received from the Client / Authority, and payments made to its staff, and other costs; and (ii) shall periodically permit the Client / Authority or its designated representative and/or the Client / Authority, 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 / Authority or the Client / Authority, if so required by the Client / Authority itself as the case may be.

**4. GTP’s PERSONNEL**

**4.1. General:** The GTP shall employ such qualified and experienced Personnel as required to carry out the Services.

**4.2. Description of Personnel**: Trainers shall have a minimum of ITI education with two years of industry experience or should have completed ITI/CTI for imparting training in Technical courses and shall have a Graduate degree or Diploma with relevant experience in the trade in which he / she will impart training in for non-technical courses.

**5. OBLIGATIONS OF THE CLIENT / AUTHORITY**

**5.1.** Launch support for the Programme on a best effort basis:

(a) A state-wide campaign was launched by UPSDM on January 1, 2014.

(b) The online registration was opened on Jan 10, 2014.

**5.2.** Timely Monitoring & Evaluation of the GTP Performance.

**5.3.** Disbursal of payment within a period of 15 days on submission of invoice unless a discrepancy is detected.

**6. FAIRNESS AND GOOD FAITH**

**6.1. 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.

**6.2.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.

**7. SETTLEMENT OF DISPUTES**

**7.1.**Performance of the contract is governed by the terms & conditions of the contract, in case of dispute 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, the Parties may go for arbitration.

**7.2.Arbitration**: In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Authority and the GTP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator – Principal Secretary (Vocational Education and Skill Development), Govt. of UP.The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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7.3. Arbitration proceedings/ any other legal proceedings shall be held in Lucknow and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English/Hindi.

7.4 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.

7.5 The limitation period for referring the dispute to the Arbitrator will be 30 days.

**III. Description of Services**

**1.** The Client / Authority has been established in 2013 to carry forward the skill development initiatives in the state in a coordinated manner.

**2.**The Client / Authority plans to train following number of candidates over the next three years:

|  |  |
| --- | --- |
| **Financial Year** | **Target** |
| 2017-18 |  |
| 2018-19 |  |
| 2019-20 |  |
| **TOTAL** |  |

**3. Architecture and Strategy for Programme Implementation**

The Programme would target to train and gainfully employ trained candidates over the next three years. Since, the number is too large to be catered through existing institutional setup/ resources; UPSDM has formulated a four-pronged strategy for programme implementation:

(a)The bulk of the target is expected to be met through large private training providers who would open their centres till the tehsil level

(b)Small and Niche training providers may be empanelled at a later stage for training in different sectors within their district of operations.

(c) Government VTPs may be engaged to train a portion of the candidates through process detailed in circular No. 457/TPC/KVM/2014, dated 12 July, 2014

(d) Industry Bodies with large captive requirements may be engaged by Client / Authority through flexi-MOUs.

**4.**The GTP would be responsible for candidate mobilization, training, placement and post placement tracking under the overall supervision of Client / Authority.

4.1. Client / Authority shall continually monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Programme Monitoring and Evaluation shall be completed through an online Management Information System (MIS) that would be designed, developed and deployed by the Client / Authority.

4.2. The GTP shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by the Client/ Authority. The GTP shall not engage in training activities that conflict with the interest of the Client / Authority under the Agreement.

4.3. The GTP shall not take any fees from the candidates under any pretext for the training being conducted under the UP Skill Development Programme. Training material designed/ prepared by the respective Sector Skill Council or the authorized agencies shall be used for the training purpose.

**5.**The GTP shall not try to influence the third party assessment in any way whatsoever, and shall duly inform the Client in advance in case an assigned Assessor had a prior beneficial relationship with the GTP.

**6. Subcontracting or Franchising**

6.1. GTP shall not subcontract the conduct of training.

6.2. GTP shall not operate the training centres via a franchisee arrangement.

**IV. Scope of Work**

The scope of work to be undertaken by the empanelled private training providers would be as below:

**1.Mobilization, Pre-Counselling and Registration of eligible candidates**

1.1. Awareness creation in the districts in which it has been empanelled

1.2. Candidate Pre-Counselling: Counselling job seekers for their training needs, career options and career planning

1.3. Listing out the type and categories of jobs and mapping them with available modules

1.4. Counselling the candidate and his parents on the available job opportunities/ training locations and set their expectations on jobs, relocation requirements and compensation.

1.5. The above data shall be provided to Client / Authority for display on its website.

1.6. The eligible candidates are registered online through a portal to be developed by the Client / Authority. The portal is available online since Jan 10, 2014. The Second Party shall collect copies of the documents (along with aadhar card) at the time of enrolment and match them with the originals.

1.7. Candidates registered by a GTP shall be allocated to that GTP during batch formation as far as possible.

**2. Course and Curriculum Design** for the modules in which it is imparting training as per the National Occupational Standards (NOSs) of National Skill Development Corporation (NSDC) wherever they are available or as per the syllabus outlines notified by the Client / Authority before the commencement of the training.

**3. Training**

3.1.Assignment of trainers to the batches.

3.2. The GTP would need to put in biometric attendance system for tracking the attendance of the trainers and the trainees. The reporting of Biometric Attendance to the Client / Authority would be as per the format specified by the Client / Authority. The biometric attendance device shall have the GPS/GPRS Aadhar enabled functionality & the installation of the same will be the responsibility of GTP.

3.3. Ensuring adequate coverage of the topics specific to the requirements of the module. Assessment would be based on NOSs/Qualification Packs wherever they are available.

3.4. Video coverage of a minimum of 10 hours per batch for each of the batches split uniformly across the duration of the training.

3.5.Depending on the sector, practical on-job training up to a maximum of 20% duration may be allowed. The same shall be communicated to the Second Party before the commencement of the training.

3.6 The GTP shall place a banner in front of the centre with the logo of the Client prominently displayed

3.7 The GTP shall put the logo of the Client and key messages/taglines on all advertisement materials as per the specifications given by the Client.

**4. Placement of Candidates**

**5. Post-placement counselling and tracking of candidates for a period of 12 months after completion of training.**

**V. Key Terms of the Agreement**

**1. Process Guidelines& Circulars**: The GTP shall follow the process guidelines as notified by the Client / Authority from time to time for conduct of any of the activities outlined in this section. GTP shall also follow circulars issued by UPSDM from time to time. In case of conflict between the two, circular shall have an overriding effect over Process Guidelines.

**2. Sectors, Modules and Fees Structure**

2.1 GTP has been allotted…………. sectors (nos.), viz., …………………………. (names coma separated) from the 53 sectors approved by UPSDM as on 31 March, 2017.

2.2 There are 654 courses across the 53 sectors and soft skills component has been added to each course. Every course module includes the core skills and the soft skills. For MES courses, 100 hours of soft skill component shall be included on the basis of SS 101. For MES based course there shall be two assessments, one for the core skill and other for the soft skill. In case of QP NoS based courses there shall not be separate assessment of soft skills.

2.3 The Client / Authority shall notify the syllabus outlines/NOSs of the core skills component before the commencement of training.

2.4 GTPs shall share the course content with UPSDM before initiating training.

**3. Selection of Districts**

3.1. The GTP is running its training centre in……..(nos.) districts and is committed to open centres in the ……….. (no. of tehsils) tehsils in these districts. The list of the districts, respective tehsils, and sectors allotted has been provided as Annexure B

3.2. The locations and timeline for opening the centres is mentioned in the Annexure A to this Agreement.

3.3. The list of sectors that the GTP shall start within these centres is mentioned in Annexure B (as per the availability of sectors) to this Agreement.

**4. Assessment & Certification**

4.1. Each candidate has to be assessed and certified as per the mechanism laid down by the Client / Authority. The certification shall be done by NCVT /SSC/ Recognized Industry Associations.

4.2.A candidate should have a minimum of 80% attendance to be eligible to appear for assessment.

4.3. In case a candidate fails to appear for assessment after information has been shared with either SSCs in case of QPNOS based courses or with RDAT in case of MES based courses, the cost of assessment shall be borne by GTP.

**5. Placement criteria:**

5.1. Any employment that provides a fixed wage/remuneration or a contractual agreement of minimum 1 year duration that specifies wage pay-outs dependent on piece-meal work basis shall be treated as placement subject to the fulfilment of conditions as outlined in 5.2 and 5.3 hereunder.

5.2. For a candidate to be considered as placed, his / her remuneration should not be below the minimum wages of the state in which he / she has been placed, Or, Rs. 6,000 per month whichever is less.

5.3. It must be ensured that the sector of placement is in sync with the area of training.

**6. Training Fees and Incentives**

6.1. Training fees shall be paid on a per hour basis per candidate as per common norms.

6.2. A placement incentive shall be paid to the GTP for each placed candidate as per the below terms subject to the achievement of a minimum of 70% of the success fully certified trainees, with in 3 months of completion of training.

- Above 75% placement: Rs. 3,000 per candidate

- Between 60% - 75% placement: Rs. 1,200 per candidate

6.3. The placement incentive shall be paid to the GTP after a candidate has completed twelve months in employment. Salary slips from the employers for three months (first, any of the in between months and twelfth month) would be required.

6.4 In addition to the above incentive, every candidate who has been placed shall be entitled to a placement support of Rs. 2000-6000. The amount shall be directly credited to the bank account of the candidate immediately after placement.

For BPL candidates the post-placement support shall be provided as per the following norms:

* + Within District: Rs.1000 per month for *two* months for each candidate
  + Within State: Rs.1000 per month for *four* months for each candidate
  + Outside State: Rs.1000 per month for *six* months for each candidate

6.5 The GTP authorizes the Client / Authority to conduct a random audit of a representative sample of 5% of the placed candidates in a quarter. Any material discrepancy between the claims and the audit findings shall result in penalty (50-200% of the incentives claimed in the quarter) and may result in termination of the Agreement.

**7. Payment Terms**

7.1. Training fees payments would be in three instalments:

* 1. 1stInstalment: at the commencement of the training – Up to 30% of the training cost against a Bank Guarantee,
  2. 2ndInstalment: Post certification/assessment –80% of the training cost would be released only for the candidates who have successfully cleared the assessment (advance taken against Bank Guarantee shall be adjusted). The GTP can enroll the candidates failing the assessment for repeat training in that module or for training in some other module. However, the assessment cost of such a candidate shall be borne by the GTP in such a case.
  3. 3rdInstalment: Post 3-months of placement - 20% of the training cost shall be paid on achievement of the placements target. The target would be placement of 60% batch size (satisfying the placement criteria as mentioned in Clause V 5 of this contract document). Salary slips for three months need to be submitted. For commissions/payment against piece-meal work, monthly income statements for three months along with a copy of the contractual arrangement of minimum 12-month period need to be furnished.

7.2.The payments shall be released within 15 days of the submission of invoice unless a discrepancy is detected.

7.3. The GTP shall have to enrol themselves on PFMS portal.

**8. Repeat Enrolment**

8.1.A candidate who had previously enrolled for training can be enrolled again only once regardless of whether he / she completed the previous training. The assessment fees for such a candidate, not exceeding Rs.1500, would have to be borne by the GTP if he/ she appeared for the assessment but did not clear the assessment during his/ her previous training.

8.2.Such training could be within the same sector or in a different sector.

**9. Deliverables and Timelines**

9.1. Training and Assessment: The annual target with respect to this shall be……….. (max. 500) candidates

9.2. Employment Generation: Number of candidates who get placed. The Target with respect to this deliverable is……….. (70% of the training target as outlined in 9.2 above) candidates.

9.3. The targets with respect to the subsequent years during the period of the Agreement shall be fixed based on mutual agreement between the parties subject to a maximum training target of 500 candidates.

**10. Specific Targets**

10.1. The following specific targets are fixed for the GTP for FY 2017-18

* Minimum proportion of women to be covered:………  **%**{20-40% of the training target as outlined in 9.2(to be decided based on sectors in which the GTP has been empanelled)}
* Minimum proportion of SC/ST to be covered:………. **%**{15-40% of the training targetas outlined in 9.2 (depending on districts in which the GTP has been empanelled)}
* Minimum proportion of minorities to be covered:……… **%**{5-40% of the training target as outlined in 9.2 (depending on districts in which the GTP has been empanelled)}
* Minimum proportion of BPL to be covered: ………. **%** {30-50% of the training target as outlined in 9.2 (depending on the districts in which the GTP has been empanelled.)}
* Minimum number of candidates to be covered from the households of Building and Other Construction Workers:………. candidates
* Attendance of the trainees: 80%
* Attendance of the trainers: Trainers to remain present for 85% of the days for every batch.
* Assessment of Trainees: The Assessment of trainees has to be carried out within 7 days of completion of Training
* Trainee Pass Rate (based on 3rd Party Assessment): Over 70% of the batch (counted on batch size) shall pass the assessment in the first year FY 2017-18. The target for assessment pass rate shall be 75% in the subsequent years during the period of the engagement.

Placement Rate: 70% of the success fully certified trainees, with in 3 months of completion of training.

* 10.2. The specific targets in relation to the subsequent years shall be fixed at the start of the year based on mutual agreement between both the parties subject to these targets being in the range as specified in Clause 10.1 of this Section.

**11. Batch Size**

11.1 GTP can create batches on IT system only for centres and sectors that have been approved by SPMU.

While creating a draft batch, GTP would define batch details such as District, tehsil, sector, course and batch-type.

Next, GTP would assign candidates to this batch; verify (ID, Age and address proof) of each candidate. Each candidate would be mapped to a scheme by GTP. This draft batch would then be submitted for DPMU validation.

DPMU-user would view batches of his district that have come for validation. DPMU can either approve/reject/send the batch back to GTP. Batches that are approved by DPMU would then go for final approval of SPMU.

SPMU can either approve/reject/send the batch back to GTP. GTP would then assign trainers, (SDI TBNs), Batch-timings and start-end dates for approved batches followed by uploading of attendance csv files.

Candidates from batches that have been rejected by SPMU/DPMU would be released by system so that they can be added in further batches.

**Number of candidates in a batch that has been approved both by DPMU and SPMU shall be considered as the batch size.**

11.2 The maximum batch size allowed is 27 and minimum batch size is 15.

**12. Performance Review**

12.1.The first Performance Review shall be scheduled nine months from the date of signing of the Agreement. The subsequent Performance Reviews shall be conducted every six months from thereon.

12.2. Performance of GTP shall be reviewed against the target on a set of quantitative and qualitative parameters as listed below:

* Target Achievement of training: Training Completed/Annual Target
* Assessment Success Rate: Number of trainees who pass the assessment / Sum of Batch Sizes of the batches being considered
* Placement Rate: Number of trainees who are placed in batches being considered / Sum of Batch Size of the batches being considered
* Attendance of trainees: Average attendance of trainees
* Attendance of trainers: Average attendance of trainers

12.3. Performance of the GTP in terms of training target achievement and placement rate shall be evaluated for each of the districts where the GTP is empanelled. The GTP may be penalized for poor performance on a case by case basis.

12.4. The penalty as per Clause 12.3 shall be applied unless waived off by the Client / Authority.

12.5. If the GTP fails to train less than 20% of the annual target for training during the six-month period under consideration, the GTP shall be asked to submit a detailed action plan for the following six months for achieving the annual target.

12.6. The consolidated performance of the GTP considering all the districts in which it has been empanelled shall be marked on a weighted scale as specified below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance Matrix (illustration)** | | | | |
| **Particulars** | **Details** |  | **Particulars** | **Details** |
| Training Target as per PWS (on completion of 9th Month) | 2000 | Total Placed | 200 |
| Total Trained (Passed assessment) | 800 | Total Trained (Passed assessment) | 800 |
| Total Trained (Due for assessment whose batch end dates have lapsed and the candidates qualify the minimum attendance criteria) | 200 |  |  |
| Achievement (%) {(800+200)/2000} | 50 | Achievement (%) {200/800} | 25 |
| Weightage (%) | 60 | Weightage (%) | 40 |
| Score; Calculated as Achievement \* Weightage/100 = {(50\*60)/100 | **30** | Score; Calculated as Achievement \* Weightage/100 = {(25\*40)/100} | **10** |

Composite Score: 30+10=40

The composite score would be the basis on which target for the next Financial Year / same Financial Year shall be decided / adjusted.

**13. Clause for de-empanelment**

* Based on the score obtained as stated in Clause 12, a GTP would be put in one of the four categories:

|  |  |
| --- | --- |
| Score | Category |
| 81 to 100 | “High performance” |
| 61 to 80 | “Satisfactory Performance” |
| 41 to 60 | “Needs improvement” |
| <=40 | “Poor” |

* A GTP which scores <=40 shall be treated as Poor performing and will face immediate de-empanelment
* A GTP which scores 41 to 60 shall be treated in the category “Needs improvement”. Such GTP needs to improve its performance to achieve score of 61 or above within the next 3 months or else face de – empanelment at the completion of 12 months from the date of signing the agreement or 31st March 2018 whichever is later.
* In the event of a de-empanelment as stated above, the entire PG amount shall be forfeited. Any advance that has been extended to the GTP on the basis of the PG shall also be recovered.
* A GTP which scores 61 to 80 shall be treated in the category “Satisfactory Performance” and shall be asked to submit a Plan on how it will move to the category of “High performance”.

**VI. Mutual Rights and Obligations**

The mutual rights and obligations of the Client / Authority and the GTP shall be as set forth in the Contract, in particular:

1. The GTP shall carry out and complete the Services in accordance with the provisions of the Contract; and
2. The Client / Authority shall make payments to the GTP 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

For and on behalf of U.P. Skill Development Society

[Authorized Representative]

(Witnesses)

(i)

(ii)

For and on behalf of [insert name of Government Training Partner]

[Authorized Representative]

In presence of (Witnesses)

(i)

(ii)

**Annexure-A**

**Centre Location and Timeline**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No.** | **District** | **Tehsil** | **Address** | **Centre Opening Date (DD/MM/YYYY)** |
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**Annexure-B**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.No.** | **District** | **District wise Target** | **Tehsil** | **Sector/s** | **Course Code/s** |
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