



मध्य प्रदेश MADHYA PRADESH

BC 145641

1. This Contract is entered into on **22.10.2019** at Bhopal, Madhya Pradesh.

Between

Madhya Pradesh State Skill Development and Employment Generation Board hereinafter called the "MPSSDEGB" (First Party) which terms and expression shall mean and include, unless it is repugnant to the context, its administrators, successors, assignees and represented by its authorized signatory Additional Chief Executive Officer, MPSSDEGB.

And

**Divya Jyoti Shiksha Samiti** (Second Party) an organization having its head office at Noble College Campus, Rahakhedi, Makronia, Sagar MP - 470004 which has been empanelled by the First Party as a Training Service Provider for imparting training under Mukhya Mantri Kaushal Samvardhan Yojna (MMKSY) / Mukhya Mantri Yuva Swabhimaan Yojna (MMYSY), hereinafter referred to as Training Service Provider (TSP), which terms and expression shall mean and include, unless it is repugnant to the context, its administrators, successors, assignees and represented by its authorized signatory Mr. Avnish Deolia, Secretary.

Secretary

**Divya Jyoti Shiksha Samiti**  
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2. Both the parties mentioned above shall be jointly referred to as "Parties" under this Contract.

### 3. Madhya Pradesh State Skill Development and Employment Generation Board and its approach for Skill Training

3.1. Madhya Pradesh State Skill Development and Employment Generation Board has been setup by the Government of Madhya Pradesh as a single point within the Government to formulate and steer various skill development schemes and to bring synergy, oversight and effective coordination in the implementation of various skill development schemes leading to sustainable employment opportunities to the youth of the state. The Chairperson of the Board is the Hon'ble Chief Minister of Madhya Pradesh and the Empowered Committee of the Board is chaired by the Chief Secretary, Government of Madhya Pradesh.

3.2. The Board has been entrusted for the implementation of all the flagship schemes of Central and State Government related to skill development and employment generation. It has evolved a comprehensive and robust framework for implementation of these schemes.

3.3. The Board has carried out an extensive exercise to empanel Training Service Providers for the scheme. The Training Service Provider will work under the supervision of the CEO, MPSSDEGB. This will help the Training Service Providers to forge strong links with the state mission to avail support for mobilization and to roll out the skill training schemes.

### 4. Purpose of Contract

4.1. This contract establishes a framework for execution of project between parties under the MMYSY/MMKSY Standard Operating Procedures, 2017 of the MPSSDEGB under the Department of Technical Education and Skill Development, Government of Madhya Pradesh. It sets out the roles and responsibilities of each of the parties for achievement of common objectives of MMYSY/MMKSY.

4.2. Both Parties hereby affirm that they shall work towards the implementation of the project under this contract in true word & spirit and with highest professional ethics.

4.3. The project would be governed through the Standard Operating Procedures, 2017 of the MPSSDEGB. This SOP needs to be followed in true word and spirit by all the stakeholders of the scheme. In case of any revision / addendum / modification / clarification in the SOP, a revised version of the SOP will be made public and supersede the earlier version of the SOP. The revised version of the SOP would become the part of this contract. The conditions and the processes laid down in the prevailing SOP would become the mandatory norms for implementation of the project by all the stakeholders.

### 5. Responsibilities of the parties to the contract

5.1. Responsibility of Madhya Pradesh State Skill Development and Employment Generation Board (MPSSDEGB)

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5.1.1. MPSSDEGB has a vital role in implementation, monitoring and support the projects sanctioned to the Training Service Provider under MMYSY/MMKSY. MPSSDEGB shall ensure the following inter alia: -

- i. Discharge of its responsibilities through facilitation, timely support and review of the progress of the project.
- ii. Timely allotment of targets post affiliation of training centers established by TSPs as per the norms of MPSSDEGB and concerned SSCs.
- iii. Release of the funds to the second party as per the issued Request for Proposal (dated 31.05.2019) Clause 28 (Training Cost).
- iv. Regular monitoring and review of quality performance through field visits, quality assurance checks and inspections in terms of MMYSY/MMKSY SOP, 2019.
- v. Facilitate information exchange, dissemination, analysis of trends, feedback to various line departments and review performance of the Training Service Provider.
- vi. The board will disburse the Assessment and certification fees directly to the concerned Sector Skill Council (SSC) based on the separate MoU signed between MPSSDEGB and SSCs. All the coordination for assessment and certification would be done by the Second Party and the concerned SSCs.

## 5.2. Responsibility of Training Service Provider (TSP) / Second Party

5.2.1. The Second Party agrees to the following, but not limited to, for execution of the project: -

- i. The Second Party shall perform the services and carry out its obligations here under with all due-diligence and efficiency, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices to implement the project.
- ii. The second party shall develop and utilize appropriate training, content, materials and methods in accordance with the MMYSY/MMKSY standard operating procedures.
- iii. The Second Party will be fully and directly responsible for achieving the physical targets as per the given Work Schedule for the period of the contract and the targets validated by the TSP on the web-portal and corresponding financial targets of the project in full compliance with the MMKSY SOP and this contract. It includes all responsibilities of, but not limited to, undertaking Skill Gap Analysis, identify prospective employer, quality training, Assessment and Certification (coordinating with the SSC), placement (wage & self-employment) of candidates trained, post placement tracking and all other activities.
- iv. The Second Party shall comply with the norms as specified under MMKSY/MMYSY SOP 2017, the brand book and any other additional requirements arising out of revisions / modifications/ clarifications / addendum in the SOP thereto. In case of any revision/ addendum/modification/clarification in the SOP, a revised version of the SOP will be made public and supersede the earlier version of the SOP. The revised version of the SOP would become the part of this contract. The conditions and the processes laid down in the prevailing SOP would become the mandatory norms for implementation of the project by all the stakeholders
- v. The second party shall also adhere to all circulars / orders, etc. issued by the MPSSDEGB from time to time.
- vi. The Second Party shall proactively endeavor to enhance the quality norms across the project quality chain.

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- vii. The Second Party of its own accord shall promptly inform the first party i.e. MPSSDEGB of any changes or any modifications that affects its legal nature and the objectives under this contract. Such information shall be communicated in writing to the first party within 7 days of the modification.
- viii. The Second Party shall also follow all the terms and conditions of the Sanction Order issued by MPSSDEGB for the sanctioned target for entire project duration and the targets allotted Centre-wise post affiliation by MPSSDEGB for a particular Centre established and operated during the agreed duration of this contract.
- ix. The Second Party shall also check the scheme portal on day-to-day basis and keep itself updated on all changes done by the first party.
- x. The responsibility of assessment and certification of trained candidates by the concerned SSC shall rest with the Second Party. However, the payment for assessment and certification of trained candidates will be borne by the First Party.
- xi. The Second Party shall follow all the safety norms during the training programmes. In case of any mis-happening or accidents occurring to any trainee / staff during the training Programme the Second Party will be responsible for covering the financial burden.
- xii. The Second Party shall maintain and preserve all the records related to the project till minimum three years after the completion of the project. If the MPSSDEGB requires any information / record during the project or even after the completion of the project, the Second Party shall provide the same within Seven days of demand by MPSSDEGB.
- xiii. The Second Party shall ensure that there is no duplication in terms of selection of trainees i.e. the enrolled trainees should not be trained under DDU-GKY / PMKVY / any other schemes sponsored by Central / State Government or District Administration in the particular QP/Trade/Module for the trainees is enrolled in a batch. Similarly, s/he should also not be trained in any other QP/Trade/Module under aforementioned schemes/ programmes in the past six months. The MPSSDEGB may cross-verify the databases of enrolled trainees under these schemes with the databases of other schemes. If the Second Party is found violating this condition, strict action up to the extent of blacklisting the Second Party, would be taken by the MPSSDEGB.
- xiv. The responsibility of placement of all the trained candidates rest with the second party. Training Provider may refer Placement Module of Standard Operating Procedure for detailed guideline

#### 6. Allocation of Targets

6.1. Under this contract, the TSP has been selected post-evaluation of the RFP floated by MPSSDEGB for empanelment of TSPs under MMKSY and MMYSY. The annual targets allocated to TSP is 120 as per following details -

Sr. No.	Name of the Districts	Name of the ULB	Name of the Sector	Name of the Qualification Pack	Number of Trainees (Non-residential)
1.	Sagar	Sagar	Telecom	Field Maintenance Engineer	30
2.	Sagar	Sagar	Telecom	Handset Repair Engineer-II	30
3.	Sagar	Sagar	Construction	Supervisor Structure	60
				TOTAL	120

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6.2. Initially the targets under Mukhya Mantri Kaushal Samvardhan Yojna and Mukhya Mantri Yuva Swabhimaan Yojna are being given up to one year from the date of signing of this contract. The allotted targets would be reviewed on a quarterly basis or as decided by MPSSDEGB. The first party may, based on the performance of the second party, increase or decrease the allocated targets of the second party under this contract. The criteria for such review and changes in the targets would be as per the Standard Operating Procedures, 2017, and changes in it from time to time, for MMKSY / MMYSY.

6.3. The Second Party should make all possible efforts for inclusion of STs, SCs, OBCs, and other marginalized sections of society as per their proportion in the total population in the district based on their interests and preferences. This would be one of the important parameters during the quarterly review and target extension as mentioned in Clause 6.2.

6.4. The targets for subsequent years, upon the discretion of the First Party, may be allotted keeping in view the performance of the second party and based on geographical / sectoral needs as per the prevalent policies and norms.

## 7. Fund Flow of the Project

7.1. Based on the targeted number of beneficiaries approved under the schemes, the MPSSDEGB has sanctioned targets to the Training Service Provider for duration mentioned in clause 6.2 as given in the Work Schedule attached with this contract. This contract or the subsequent sanction order does not guarantee the Second Party for commencement of training batches and raising invoices to first party. However, the financial fund flow would depend on the actual target allotment post affiliation of training centers established by the Second Party as per the norms and specifications mentioned in the prevailing version of the SOP issued by the First Party.

7.2. All the financial transactions of the project to the second party will be routed through Madhya Pradesh State Skill Development and Employment Generation Board. MPSSDEGB would notify the changes through notifications which need to be followed time to time.

7.3. The Second Party would be eligible to receive the payments as per the following stages of a batch as mentioned in the table below: -

Installment	Percentage of the total Cost	Output Parameters
1	30	On commencement of training batch against validated candidates
2	50	On successful certification of the trainees
3	20	Minimum 70% placement (At least 50% wage employment and maximum 20% self-employment) of the trainees

7.4. The rate of training cost to the second party will be paid as per hourly training rates specified in the Common Cost Norms for skill development schemes Third Amendment 2019 notified by the Ministry of Skill Development and Entrepreneurship, Government of India and changes / revisions in the same from time to time.

7.5. No cost other than the Base Cost as mentioned in the Common Cost Norms, Third Amendment, 2019 notified by the Ministry of Skill Development and

Entrepreneurship, Government of India will be paid to the Second party. For residential training (if sanctioned in Clause 6.1 above), the cost for boarding and lodging would be paid @ Rs. 5000 per month per candidate.

- 7.6. The First Party may suspend all the payments to the second party if the second party fails to perform any or all its obligations under this contract, SOP, Sanction Order, Notifications, Circulars, etc. issued and amended by First Party from time to time, only after giving a due notice to the second party specifying the nature of non-performance of the second party.
- 7.7. The tentative total sanctioned cost of the project would be Rs. 35,82,300/- for an allotted target of training and placement of 120 candidates based on the hourly rates of "Training Cost" of Category wise training duration. This is an approximate project cost for the calculation of amount of PG. However, the actual project cost may vary depending on the actual duration of the training imparted as per OP/NOS approved by the concerned Sector Skill Council and changes in the same from time-to-time. The actual cost of the project would be finalized in the work order(s) post affiliation of the training center(s).
- 7.8. The Second Party agrees to furnish a Performance Guarantee, in form of a Bank Guarantee drawn on a Scheduled Commercial Bank, within seven days of signing of this contract, favoring CEO, MPSSDEGB, for an amount equal to 5% of the tentative total sanctioned cost of the project and valid for at-least 24 months from the date of signing of this Contract.
- 7.9. The Second Party shall not, in any case, exceed the targets allocated by MPSSDEGB as per Clause 6.1 of this contract. In such a case, the total responsibility of payment of the training Programme shall rest with the Second Party.
- 7.10. The Second Party shall maintain a Bank Account for this project and provide the details of such bank account to the First Party. All payments under this project made by First Party to the Second Party would be through this account only. A cancelled cheque of this account is enclosed with this document.

#### 8. Performance Monitoring

- 8.1. The First Party shall conduct a concurrent monitoring of the schemes' activities and milestones. The First Party shall appoint a District Project Management Unit (DPMU) in all the districts. The DPMU shall oversee the implementation of the training Programme as well as other allied activities under the schemes on day-to-day basis. The Second Party shall coordinate with the respective DPMU on regular basis.
- 8.2. For the purpose of performance monitoring and approval of subsequent training batches to the Second Party, the First Party may, on its sole discretion, conduct performance monitoring on the basis of developed Key Performance Indicators (KPIs) for assessing performance of a TSP at a Training Centre level. MPSSDEGB may change/add/modify the KPIs based on the schemes' requirements on its sole discretion. The developed KPIs are listed below: -
- 8.2.1. Average batch size in all the finalized batches in a particular Centre for the current financial year.
- 8.2.2. Average drop-out rate in batches where training has been completed in a particular Centre for the current financial year.

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- 8.2.3. Average assessment appeared rate in all batches examination has been completed in particular Centre for the current financial year.
- 8.2.4. Average pass percentage in assessment of trainees in all batches where training has been completed in particular Centre for the current financial year.

8.3. The SPMU/DPMU may conduct a surprise / random inspection of the training Centre / training Programme / employment site, etc., on its sole discretion, at any point of time during the project duration.

#### 9. Special Conditions

- 9.1. The First Party may engage services of a Third Party (independent monitoring agency) at any stage of the project and may assign certain task of monitoring etc. to the Third Party. The Second Party shall furnish all the required information sought by the Third Party.
- 9.2. All the SOP/rules/circulars/orders shall be issued by First Party and shall be applicable prospectively w.e.f. the date of issue unless specifically mentioned. In case, there is any issue of interpretation or conflict, the decision of the FIRST PARTY shall be final and binding on the SECOND PARTY.

#### 10. Communication

10.1. All notices and communication under this contract shall be addressed to the following representatives of the parties as detailed below.

i. CEO, Madhya Pradesh State Skill Development and Employment Generation Board, Gas Rabat J.T.I, Building, Govindpura, BHOPAL, (M.P.)  
Email: mmksyhbpl@gmail.com  
Phone: 0755 - 2985890

ii. Address of the Second Party - Mr. Avnish Deolia, Secretary, Divya Jyoti Shiksha Samiti, Noble College Campus, Rahakhedi, Makronia, Sagar MP - 470004  
Email: djssagar@gmail.com  
Phone: 9826366426

10.2. Formal Communications shall include communication by email as well. Official mail of the Second Party would be communicated by Second Party on the designated web-portal of the scheme.

10.3. The Second Party shall, at all times, keep itself updated of all the communication done by the First Party through written communication, email or uploading documents on the scheme portal. The First Party would keep the scheme portal updated on weekly basis or as need be.

10.4. Any communications that may require deviation from this contract and related orders and procedures shall be permitted only with written consent of MPSSDEGB.

10.5. The Second Party shall not change / alter / modify the authorized signatory, phone number, e-mail, office address or any such details without the prior approval of

Secretary MPSSDEGB.

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## 11. Arbitration and Applicable Laws

- 11.1. The parties hereby agree that any controversy, claim or dispute arising in connection with this contract, and which cannot be resolved amicably shall be referred to the Principal Secretary, Department of Technical Education, Skill Development & Employment, GoMP whose decision shall be final and binding to all parties.
- 11.2. The Agreement shall be construed and interpreted in accordance with the existing laws, and the courts situated at Bhopal shall have exclusive and extra ordinary jurisdiction over matters arising out of or relating to this agreement.

## 12. Force Majeure

- 12.1. The parties shall not be liable to each other for failure or delay in the performance of any of its obligations under this agreement for the time and to the extent such delay or failure is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders, regulations, embargos, action by the government (s) or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties of the agreement.
- 12.2. In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of the agreement for any cause set forth herein above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, given full particulars of the reasons for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of affairs so prevented or hindered.

## 13. Validity of the contract

- 13.1. The Contract shall come into force from the date of signing and shall be valid up to 12 months from date of signing of Contract by both the parties.

## 14. Debarment of Second Party

- 14.1. The First Party may debar / blacklist the second party if the second party does not remedy a failure in performance under this Contract, SoP, Sanction Order, Work Order, Notifications, Circulars, etc. issued and amended by First Party from time to time, within the specified period.
- 14.2. However, the first party shall take action for debarment only after giving a due notice to the second party specifying the non-performance of the second party.

## 15. Termination

- 15.1. If the second party seeks termination of the Contract, it shall provide a 30-day written notice to the first party, and only when the first party has accepted the termination request, the Contract may be terminated.
- 15.2. The First Party may terminate the Contract by giving 30-day written notice to the second party in case, the second party:-

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- a. Become insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws in the country.
- b. Does not remedy a failure in performance as pointed out by MPSSDEGB within a specific period of notice issued by MPSSDEGB.
- c. If the batch duration exceeds more than prescribed duration, MPSSDEGB may take appropriate action to the limit of contract termination & PG forfeiture
- d. If the training provider fails to maintain placement norms as laid out in the SOP, MPSSDEGB may initiate appropriate action to the limit of contract termination & PG forfeiture
- e. Is found to be involved in misrepresentation / falsification of records/ data / details concerning the project or found to be fraud or malpractice in the project.
- f. Is found that it is running the training programmes on sub-contracting / franchisee basis.
- g. Is found that it is charging any fees from the trained candidates or registered aspirants.

15.3. However, the first party shall take action for termination only after giving a due notice to the second party specifying the non-performance of the second party.

15.4. In the event of termination of the project the second party shall fully or collaboratively cooperate with the first party to ensure smooth exit in respect of the project including submission of all requisite documents and information (digital or hard copies).

15.5. In the event of termination, the second party shall be liable to refund the First Party, the funds released by the First party, which has not been utilized for the purpose for which it was sanctioned, along with the penal interest.

15.6. The Second Party has agreed to furnish a Performance Guarantee, in form of a Bank Guarantee drawn on a Scheduled Commercial Bank, favoring CEO, MPSSDEGB, for an amount equal to 5% of the tentative total sanctioned cost of the project and valid for at least 24 months from the date of signing of this Contract. In case, the cumulative outstanding amount of recovery goes beyond the 80% of the value of PG submitted to the first party, the second party will furnish a fresh additional PG of 5% of the total sanctioned cost of the project. In case of failure to do so, the PG would be forfeited; the project would be closed prematurely, and legal proceedings may be initiated for recovery of balance amount.

15.7. **Forfeiture of the PG:** PG furnished by the Second Party shall be forfeited in the following cases unless decided otherwise by the First Party:

- a. When any terms and conditions of the Agreement are breached, or the Second Party fails to adhere to schemes' requirements as mentioned in the Contract, SoP, Sanction Order, Work Order, Notifications, Circulars, etc. issued and amended by First Party from time to time, within the specified period.
- b. When the TSP fails to provide the services as specified in the Contract, SoP, Sanction Order, Work Order, Notifications, Circulars, etc. issued and amended by First Party from time to time, within the specified period. within the timeframe provided
- c. If the TSP is found to be indulged in any fraudulent or corrupt practices, the PG will be forfeited.
- d. No interest will be paid by MPSSDEGB on the PG amount.
- e. Notice will be given to the TSP before forfeiting the PG. Forfeiture of PG shall be without prejudice to any other right of MPSSDEGB to claim any damages as admissible under the law as well as to take such action against the TSP such as severing future business relation or black listing, etc.



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f. The penalty levied on Training Service Providers will be as per the following norms:

- > If the Training Service Provider fails to open even one Centre in the half of the allotted district within 6 months of the signing of agreement, the entire PG amount shall be forfeited.
- > If a Training Service Provider is not able to complete the targets in terms of candidates trained and placed, following matrix would be used by MPSSDEGB for considering percentage of amount of forfeiture of PG submitted by TSP.

The matrix below shows the different penalty rates for a Training Service Provider for the entire project duration at the end of the project:

		Placements				
		Less than 20%	20% - 40%	40% - 55%	55% - 70%	>70%
Training Target Achievement	Less than 20%	100%	80%	60%	50%	40%
	20% - 40%	70%	60%	50%	40%	30%
	40% - 60%	60%	50%	40%	30%	20%
	60% - 80%	50%	40%	30%	20%	10%
	More than 80%	40%	30%	20%	10%	Nil

#### 16. Modification of Contract

- 16.1. Any provisions under this Contract may be amended or modified at any time by mutual consent among the parties which shall be in consonance with the SOP of MMKSY/MMYSY.
- 16.2. All amendment/ modification in the Contract shall have to be in writing, duly signed with seal by all parties concerned, as an Addendum to the Contract.



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In witness where off all parties hereto have caused this agreement and indicate their consent to this Contract and a duplicate thereof on their respective behalf by their duly authorized officials on the date and place herein above mentioned.

Signature of 1<sup>st</sup> Party

Name: Mr. Ashish Vashisth, IAS

Designation Adtl. CEO



Signature of 2<sup>nd</sup> Party

Name: Mr. Avnish Deolla

Designation: Secretary

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Witness 1

Signature

Name

Witness 1

Signature

Name

  
Deepak Mathur.

Witness 2

Signature

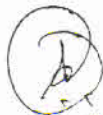
Name

Witness 2

Signature

Name

  
Arpana Verma



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