

## CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT of **Employability Skill Training** ("Contract") is entered into this **16.09.2019**, by and between **DAYALBAGH EDUCATIONAL INSTITUTE** ("the Client") having its principal place of business at **Dayalbagh, Agra-282005, Uttar Pradesh**

and

**UNIVERSAL EDUCATION** ("the Consultant") having its principal office located at **No: 93, 17<sup>th</sup> Cross, 33<sup>rd</sup> Main, JP Nagar 6<sup>th</sup> Phase, Bangalore** (communication address)

WHEREAS, the Client has received financing from the World Bank which is being used for this contract and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### 1. Services

- (i) The Consultant shall perform the services specified in Annex-A, "Terms of Reference and Scope of Services," and **according to manual of Employability Skills Training Curriculum for Pre-Final and Final Year Students Under Technical Education Quality Improvement Program (TEQIP-III) designed by NPIU** which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the personnel listed in Annex-B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex-C, "Consultant's Reporting Obligations."

**Note: Please find below the list of training reports delivered during the course of training and at the end of training**

1. Pre-assessment report
2. Periodic Assessment report
3. Training program content and duration of each module
4. Day wise Training Schedule
5. Course Material
6. Training Completion Certificate to students
7. Final Post Assessment report

### 2. Term

The Consultant shall perform the Services during the period commencing **September 2019** and continuing through **April 2020**, or any other period as may be subsequently agreed by the parties in writing.

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*[Signature]*  
Director

### 3. Payment

#### A. Ceiling

For Services rendered pursuant to Annex-A, the Client shall pay the Consultant an amount not to exceed INR 21,24,000/-

**Breakup: INR 21.24/- per hour per student (inclusive of tax) x 500 students x 200 hours of program = Total cost INR 21,24,000/-**

**Note: This total cost is considering the minimum student number of 500 as mentioned by the college in the invitation for the quotation.**

**If in any case, the student number increases, then the total payment will increase accordingly. In this case, any student attending 20 hours and more the of training program will be counted.**

This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. All other expenses including boarding & lodging of the consultant and their team shall be borne by the consultant. This arrangement will not be there in the scope of the Client.

#### B. Schedule of Payments

The schedule of payments is specified below<sup>1</sup>:

Payment will be made in Indian Currency, Rupees

S.No	Milestone	Activity	Payment Conditions
1.	First Milestone	a) After delivery of training plan for entire curriculum, b) Successful completion of 30% of course curriculum. c) Supply of learning material as applicable (full or equivalent to course covered)	30% payment of total contract value
2.	Second Milestone	a) After successful completion of 60% course curriculum, b) Supply of learning material as applicable (full or equivalent to course covered)	30% payment of total contract value
3.	Third Milestone	a) After successful completion of 100% course curriculum, b) Supply of learning material as applicable (full)	30% payment of total contract value
4.	Fourth Milestone	a) After successful completion of 100% course curriculum, b) Found at least 30% improvement in score of every individual student (to be compared with of benchmarking test)	10% balance payment of total contract value

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C. Payment Conditions

Payment shall be made in **Indian Currency (Rupees)**, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account

Bank Details:

**Universal Education**  
**Vijaya Bank**  
**BTM layout, Bangalore Branch**  
**A/c No: 140600301000670**  
**IFSC: VIJB0001406**

4. **Project Administration**

A. Coordinator.

The Client designates **Mr. Randeep Lohra, Deptt. Of Civil Engineering** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports as listed in Paragraph 1 (Services) shall be submitted in the course of the assignment and upon completion of the training assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

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

6. **Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. **Confidentiality**

The Consultants shall not, during the term of this Contract and within

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Director

two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. **Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software<sup>2</sup>.
9. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
10. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
11. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. **Law Governing Contract and Language** The Contract shall be governed by the laws of **Indian Government**, and the language of the Contract shall be **English**
13. **Dispute Resolution<sup>3</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the **Bangalore, India**
14. **Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures)

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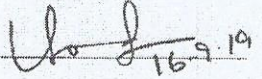
*[Handwritten Signature]*

in competing for or in performing the Contract.

- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

Signed by


 16.9.19

Title: Prof. V Soami Das, Dean

**DEAin**  
Faculty of Engineering  
Dayalbagh Educational Institute  
Dayalbagh, AGRA

FOR THE CONSULTANT

Signed by

**UNIVERSAL EDUCATION**  


V NANDINI NAIR

Title:

**Director**  
**DIRECTOR**