



CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT of **Employability Skill Training**("Contract") is entered into this **14.09.2018**, 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, 17thCross, 33rd Main, JP Nagar 6th 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 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, mentioning the parameters of assessment along with Batch segregation into 3 sections- Fast Track, Medium Track & slow Track
2. All three Periodic Assessment reports mentioning the parameters of assessment indicating the up- gradation in the batches.
3. Training program content and duration of each module
4. Day wise Training Schedule
5. Course Material
6. Copy of Training Completion Certificate to students
7. Final Post Assessment report, mentioning the parameters and indicating pre-set milestone
8. Remedial Training Report


Prof. Ajay Kumar Saxena
Director, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
D.E.I. Dayalbagh
Agra-282005, INDIA


UNIVERSAL EDUCATION
Partners



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D A Y A L B A G H
AGRA - 282 005, (INDIA)

Phone: 0562-2801545, Fax: 0562-2801226
website :- <http://www.dei.ac.in>

2. **Term** The Consultant shall perform the Services during the period commencing 01/10/2018 and continuing through [31st march 2019], or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed INR 9,55,800/-

Breakup: INR 21.24/- per hour per student (inclusive of tax) x 225 students x 200 hours of program= Total cost INR 9,55,800/-

Note: This total cost is considering the minimum student number of 225 as mentioned by the college in the invitation for the quotation. In case, the student number increases, then the total payment will increase accordingly.

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.

B. Schedule of Payments

The schedule of payments is specified below¹:

Payment will be made in Indian Currency, Rupees

50% of the total payment to be made during PHASE 1 of the training and rest 50% to be made during PHASE 2 of the training

PHASE 1

1st 25% of total payment (INR 23,89,50/-) to be made on (day 5) beginning of the phase 1 training

Note: After five days of training, you can collect the feedbacks from your students and on receiving satisfactory feedback you can release our first 25% payment

2nd 25% of total payment (INR 23,89,50/-) to be made on the completion of the phase 1 training

PHASE 2

3rd 25% of total payment (INR 23,89,50/-) to be made on (day 1) beginning of the phase 2 training

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Prof. Ajay Kumar Saxena
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4th 25% of total payment (INR 23,89,50/-) to be made on the completion of the phase 2 training

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 **Sh. Ram Chand Gupta** 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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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 software².
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 Resolution³** 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

Awareness
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engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) 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

Ajaya
Signed by Prof. Ajay Kumar Saxena

Title: TEQIP-DIRECTOR

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Director, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
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Agra-282005, INDIA *Ajaya*

UNIVERSAL EDUCATION

FOR THE CONSULTANT

Anishek Ghosh
Signed by ANISHEK GHOSH

Title: CEO & PROMOTER