



राजस्थान KATASTHAN

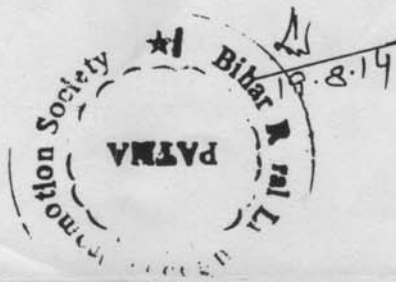
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This CONTRACT FOR HIRING OF PROJECT IMPLEMENTATION AGENCY (PIA) FOR RURAL YOUTH PLACEMENT LINKED SKILL DEVELOPMENT TRAINING PROGRAM UNDER AAJEEVIKA SKILLS, GUIDELINES-2013, FOR BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY (BRLPS) (hereinafter called the "Contract") is made the 19<sup>th</sup> day of the month of Aug, 2014, between, on the one hand, Bihar Rural Livelihoods Promotion Society (BRLPS) (hereinafter called the "Client") and, on the other hand, Lead Firm M/s. Shree Rajasthan Syntex Ltd (hereinafter called the "PIA").

WHEREAS

- The Client has requested the PIA to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- The PIA, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- The Client has received a credit from Ministry of Rural Development Government of India (hereinafter called the "MoRD, GoI") and Department of Rural Development, Government of Bihar (GoB) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract.



- (d) for Administrative purpose Mr. Jitendra Kumar, State Project Manager- Jobs has been assigned as Contract Manager from Client's side for the assignment and to provide the PIA with all relevant information needed to carry out the assignment.
- (e) for Administration purpose Mr. Vikas Ladia, Joint Managing Director has been assigned as Contract Manager from PIA's side for the assignment and to provide client with all relevant information needed as per Aajeevika Skills Guidelines (MoRD, GoI) and Contract during the period of assignment.
- (f) the period of entire assignment would be for effective 730 days from the date of signing of Contract.
- (g) The points discussed and agreed on proposal submitted by PIA (Annexure-J) shall form part of this agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form integral parts of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services/Work Schedule for the project
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel of PIAs
    - Appendix D: Certification of Master Trainers
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
    - Appendix G: Form of Advance Payment Guarantee
    - Appendix H: Role and Responsibility of TSA as per ASDP Guidelines
    - Appendix I: Cost Accruing to Trainers
    - Appendix J: Points discussed and agreed on Proposal Submitted by PIA
2. The mutual rights and obligations of the Client and the PIA shall be as set forth in the Contract, in particular:
  - (a) the PIAs shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the PIAs in accordance with the provisions of the Contract.



19.8.14

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.

For and on behalf of

Bihar Rural Livelihoods Promotion Society,  
Vidyut Bhawan, Annex-II,  
Baily Road, Patna-800021

Sri Rajesh Parimal  
Administrative Officer



For and on behalf of -

Shree Rajasthan Syntex Ltd  
Simalwara Road, Village Udaipura  
DUNGARPUR 314001 (Rajasthan)

Vikas Ladia  
Joint Managing Director



## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

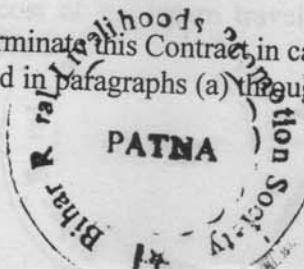
- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The PIA shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### 2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, 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.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the PIA shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6 Termination

- 2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1.



19.8.19

In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the PIA, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the PIA does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the PIA becomes insolvent or bankrupt.
- (c) If the PIA, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the PIA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the PIA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the PIA**

The PIA may terminate this Contract, 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 specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the PIA pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty five (45) days after receiving written notice from the PIA that such payment is overdue.
- (b) If, as the result of Force Majeure, the PIA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the PIA:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.



### 3. OBLIGATIONS OF THE PIA

#### 3.1 General

##### 3.1.1 Standard of Performance

The PIA 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 PIA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealing with third Parties.

##### 3.2 Conflict of Interests

The PIA shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### 3.2.1 PIAs not to Benefit from Commissions, Discounts, etc.

The payment of the PIA pursuant to Clause GC 6 shall constitute the PIA's only payment in connection with this Contract or the Services, and the PIA shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the PIA shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

##### 3.2.2 PIA and Affiliates not to be otherwise interested in Project

The PIA agrees that, during the term of this Contract and after its expiration/ termination, the PIA and any entity affiliated with the PIA, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the PIA's Services for the preparation or implementation of the project.

##### 3.2.3 Prohibition of Conflicting Activities

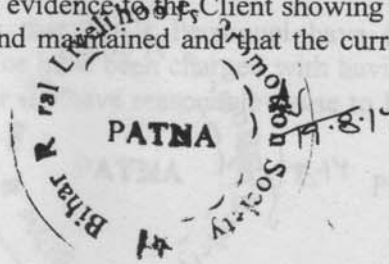
The PIA shall not engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### 3.3 Confidentiality

Except with the prior written consent of the Client, the PIA and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the PIA and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### 3.4 Insurance to be Taken Out by the PIA

The PIA (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.



- 3.5 PIA's Actions Requiring Client's Prior Approval** The PIA shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The PIA shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix and uploaded on MIS also.
- 3.7 Documents Prepared by the PIA to be the Property of the Client**
- (a) All plans, reports, other documents and software submitted by the PIA under this Contract shall become and remain the property of the Client, and the PIA shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The PIA may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The PIA shall permit the BRLPS and/or persons appointed by the BRLPS to inspect its accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the BRLPS if required by the BRLPS.

#### 4. PIA's PERSONNEL

- 4.1 Description of Personnel** The PIA shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the PIA's Key Personnel are described in Appendix C. The Key Personnel of PIA listed by title in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no change shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the PIA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the PIA shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Client finds that PIA's Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied



with the performance of any of the Personnel, then the PIA shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The PIA shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the PIA such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the PIA in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the PIA under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

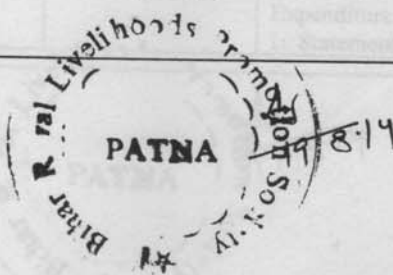
- 5.3 Services and Facilities** The Client shall make available free of charge to the PIA the Services and Facilities listed under Appendix F.

## (6) PAYMENTS TO THE PIA

- 6.1 Lump-Sum Payment** The total payment due to the PIA shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in Indian currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.



2.2	The date for the commencement of Services is 19-08-2014.
2.3	The time period of Services shall be 730 Days.
2.6.3 (b)	The reasonable cost based on the output mentioned in 6.4 of SCC.
3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the PIA or its Personnel, shall be the responsibility of the PIA to the best judged by the PIA. In case of any such liability being transferred to the client, the PIA shall indemnify the client.</li> <li>(b) Third Party liability insurance, shall be the responsibility of the PIA to the best judged by the PIA. In case of any such liability being transferred to the client, the PIA shall indemnify the client.</li> <li>(c) Professional liability insurance, shall be the responsibility of the PIA to the best judged by the PIA. In case of any such liability being transferred to the client, the PIA shall indemnify the client.</li> <li>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the PIA, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the PIA's property used in the performance of the Services, and (iii) any documents prepared by the PIA in the performance of the Services, shall be the liability of the PIA. In case of any such liability or loss being transferred to or born by the client, the PIA shall indemnify the client.</li> </ul>
{3.5 (c)}	<i>No other actions.</i>
{3.7 (b)}	All plans, reports, other documents and software submitted by the PIAs under this Contract shall become and remain the property of the Client, and the PIAs shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.



	The PIA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.												
{5.1}	<i>As per the Aajeevika Skills, MoRD Guidelines-2013 &amp; subsequent amendments made by the Ministry of Rural Development, GoI, from time-to-time.</i>												
6.2(a)	The amount in local currency is Rs 4,99,44,000.00 (Four Crore Ninety Nine Lakh Forty Four Thousand Only) plus applicable service tax.												
6.4	<p>The accounts are:</p> <p>for local currency: <i>[insert account]</i></p> <p>Account Name : Name of PIA  Name of the Bank : (To be opened after Signing of Contract. The Bank Account will be used only for ASDP purpose)  Account Number :  IFSC Code :</p> <p>Payments shall be made according to the following schedule:</p> <p>As per decision taken by the Committee</p> <table border="1"> <thead> <tr> <th>Installment</th> <th>Deliverable</th> <th>Release Condition</th> </tr> </thead> <tbody> <tr> <td>a) 1<sup>st</sup> Installment - 10% of Project Cost</td> <td></td> <td>Submission of a Bank Guarantee (1% of total Project cost)</td> </tr> <tr> <td>b) 2<sup>nd</sup> Instalment- 15% of Project Cost</td> <td></td> <td>(a) Against Submission of Inception Report for Opening of Training Centers (Minimum 50% of Proposed Training Centers should be opened) AND (b) Achieving 10% of Physical Target for training only inclusive of Sub Target such as for SC/ST, minorities etc.</td> </tr> <tr> <td>c) 3<sup>rd</sup> Instalment- 50% of Project Cost</td> <td></td> <td>(a) On Spending 60% of funds disbursed as 1<sup>st</sup> and 2<sup>nd</sup> Installment as visible in web site AND (b) Achieving 40% of Physical Target inclusive of Sub Target such as for SC/ST, minorities etc. AND (c) Submitting Audited Expenditure Statement like P&amp;L Statement, Balance Sheet</td> </tr> </tbody> </table>	Installment	Deliverable	Release Condition	a) 1 <sup>st</sup> Installment - 10% of Project Cost		Submission of a Bank Guarantee (1% of total Project cost)	b) 2 <sup>nd</sup> Instalment- 15% of Project Cost		(a) Against Submission of Inception Report for Opening of Training Centers (Minimum 50% of Proposed Training Centers should be opened) AND (b) Achieving 10% of Physical Target for training only inclusive of Sub Target such as for SC/ST, minorities etc.	c) 3 <sup>rd</sup> Instalment- 50% of Project Cost		(a) On Spending 60% of funds disbursed as 1 <sup>st</sup> and 2 <sup>nd</sup> Installment as visible in web site AND (b) Achieving 40% of Physical Target inclusive of Sub Target such as for SC/ST, minorities etc. AND (c) Submitting Audited Expenditure Statement like P&L Statement, Balance Sheet
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		etc with respect of previous year for cases after 30th September.
d) 4 <sup>th</sup> Instalment-15% of Project Cost		(a) On Spending 90% of funds disbursed as 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> Installment as visible in web site AND (b) Achieving 90% of Physical Target inclusive of Sub Target such as for SC/ST ,minorities etc. AND (c) Submitting Audited Expenditure Statement like P&L Statement, Balance Sheet etc with respect of previous year for cases after 30th September.
e) 5 <sup>th</sup> Instalment-10% of Project Cost		On achieving all targets and submission of project closure documents as well as signed score card. However, the release of 5 <sup>th</sup> Installment will not be held up till the one year tracking is complete. (At the time of payment of 5 <sup>th</sup> installment Bank Guarantee/Financial instruments will be refunded.)
8.2	<p>Disputes shall be settled by arbitration and Applicable Laws in accordance with the following provisions:</p> <p>(a) In case of any controversy, claim or dispute arising between the parties attempt shall be made to resolve the dispute through consultation between the parties at Bihar.</p> <p>(b) The decision regarding breach of any clause under this contract by PIA shall be discussed and arrived at after mutual consent and in case any breach has been committed by the PIA of any terms and conditions of this Contract/Sanction letter/Guidelines, such decision taken by the Project Approval Committee of BRLPS headed by Principal Secretary, Rural Development Department, Govt. of Bihar shall be conclusive, final and binding on the PIA and they shall not question the same in any court, Tribunal, etc.</p> <p>(c) 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 Arbitration in accordance with the provisions of the Indian Arbitration &amp; Conciliation Act-1996 Only in the high court of Bihar.</p>	



### APPENDIX C - KEY PERSONNEL OF PIA

Sl.No.	Position Assigned	Number Minimum	Task Assigned	Minimum Qualification
1	JMD	1	Program Head	BTech Computers
2	Chief Operating Officer	1	Program Implementation / execution / placement and tracking	Chartered Accountant
3	State Co-ordinator	1	Complete Administrative, MIS and Co-ordination of Bihar SRSL team with Head Office	Post Graduate MBA / BTech ( Textiles )
4	Centre Manager	3	General Administration of training center at location / Implement training / MIS and transfer to on job training	Graduate
5	Trainers	3	Training as per curriculum and induction of skills for spinning operator	Intermediate

### APPENDIX D – CERTIFICATION OF MASTER TRAINERS

As per Aajeevika Skills, MoRD (GoI), Guidelines-2013

### APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Cost Component	Total Cost in INR
Training Fee	Rs. 2,05,44,000.00
Other Expenses	Rs. 2,94,00,000.00
<b>Total</b>	<b>Rs 499,44,000.00</b>
Plus Applicable Service Tax	

- I. Training Cost: Rs. 2,05,44,000.00
- II. Other Expenses: Rs. 2,94,00,000.00
  - a. Boarding & Lodging (In Case of Residential Course)- Rs. 162,00,000.00
  - b. One Time Travel Cost (In Case of Residential Course)- Rs 22,50,000.00
  - c. Food and To & Fro Charges (In Case of Non-Residential Course)- NA
  - d. Post Placement Support- Rs. 67,50,000.00
  - e. PC Tablet- NA
  - f. Uniforms- Rs 15,00,000.00
  - g. Additional Support for-
    - i. Retention Support – Rs. 27,00,000.00
    - ii. Career Progression – Nil
    - iii. Live Distance Learning – Nil
    - iv. Foreign Placement- Nil

