



महाराष्ट्र MAHARASHTRA

2014

19 JUN 2015

अ. न. 6870 दि. 10.06.2015

श्री. / श्रीमती / सो. प्रधानमंत्री औद्योगिक विकास योजना

पता नाथी

हस्ते योगेश पाटील

सही

श्री. सं. अमृतकर  
स्टेप्प वेंडर, नाशिक.  
(मु. वि. प. क्र. १०३/२००२)

TREASURY OFFICE NASIK  
MK 217992

5 JUN 2015

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NOTARY

NOTED & REGISTERED

at Serial No. 4821/2015

DATE: 19.06.15

THIS DOCUMENT

Contains Pages 06

SERVICE PROVIDER AGREEMENT FOR THE PMKVY PROJECT

IRL is an authorized partner for the Retail Association Skill Council of India, and has been mandated by to be a part of the National Skill Development Corporation's "Pradhan Mantri Kaushal Vikas Yojana" program of the Ministry of Skill Development & Entrepreneurship, Government of India.

This MOU is entered into as of day 5<sup>th</sup> June, 2015 of between IRL Enterprises, a company with its registered office at 7/A, D.K. Nagar, Gangapur Road, Nashik 422013, who henceforth shall be referred to as the Principal and Maratha Vidya Prasarak Samaj, with register address as Shivaji Nagar, Gangapur Road, Nashik-2.



RAVINDRA D. TAJANE  
Advocate & Notary  
Nashik.



Who henceforth shall be referred to as a "SERVICE PROVIDER".



The PRINCIPAL and the SERVICE PROVIDER in conjunction would be referred to as "PARTIES".

IRL has received a request from the said SERVICE PROVIDER to be a part of the program and the MoU herewith is being entered into in this context.

#### SCOPE

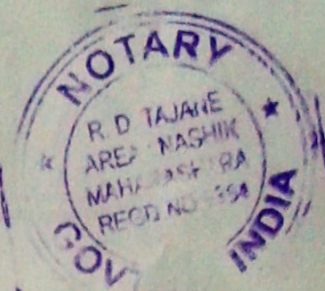
The PRINCIPAL and the SERVICE PROVIDER hereby agree to associate themselves towards delivering services as per the scope defined below:

1. **PERIOD OF AGREEMENT:** The period of AGREEMENT would be valid up to 30th June, 2016



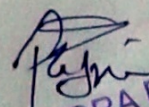


### SERVICE PROVIDER – RESPONSIBILITY SCOPE




S.N.	TASK DESCRIPTION	TO BE DONE BY SERVICE PROVIDER
1.	SERVICE PROVIDER will ensure that the trainers at the participating centers are qualified and preferably certified to handle the training program as per the QP and NOS set by PRINCIPAL. Any costs for trainer certification need to be borne by the SERVICE PROVIDER. Make sure that course schedule, trainer manual and any other requirement is in place and available for scrutiny as and when required by the SSC representative or any other stakeholder authorized to inspect under PMKVY.	Service Provider to provide all the paper work and documentary proof for trainer profile and their competence
2.	SERVICE PROVIDER should have minimum standard of classroom, seating, training tools like whiteboard, LCD, computer set up and adequate lab infrastructure as per the guidelines set by PRINCIPAL.	Service Provider to provide infra as per requirement
3.	SERVICE PROVIDER shall mobilize the students for the program as per the defined eligibility criteria. SERVICE PROVIDER to ensure that mobilized students are of minimum profile requirements and that there is a process for selection before admission to the course. This is necessary as all payouts are linked to the number of students passing the assessment.	Service Provider responsibility

S.N.	TASK DESCRIPTION	TO BE DONE BY SERVICE PROVIDER
4.	SERVICE PROVIDER will enter the student details into SDMS as per <u>format provided by PRINCIPAL</u> . Only the SERVICE PROVIDER will be liable for any wrong or misguiding information put into the SDMS.	Service provider's primary responsibility
5.	Service Provider will put in place a system for registering attendance on a daily basis of the Trainers and the students and comply with the Training quality guidelines as set down by the Principal. This is important for the on-going validity of this MOU.	Primary responsibility
6.	The SERVICE PROVIDER will ensure all candidates have an Aadhaar number and an auto debit enabled bank account with Bank of India, Central Bank, Canara Bank or any other bank covered under the scheme. Adequate assistance will be provided by the SERVICE PROVIDER to the trainee to facilitate opening of a zero balance savings bank account.	Primary responsibility

  
**RAVINDRA D. TAJANE**  
 Advocate & Notary  
 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



7.	It will be the responsibility of the SERVICE PROVIDER to update the Aadhaar and bank account information of the trainee on its receipt. The SERVICE PROVIDER will be liable for any incorrect information entered into SDMS	Primary responsibility
8.	The SERVICE PROVIDER will have to ensure that the start and end date of every batch is entered into SDMS. In case of any delay in the information provided – the SERVICE PROVIDER will be liable for the same.	Primary responsibility
9.	The SERVICE PROVIDER would ensure to take the payment of Rs.1000 from the candidates towards assessment & processing and collect the receipt for the same from IRL authorized representative	Primary responsibility
10.	The SERVICE PROVIDER would also ensure that an undertaking is also collected for the course fee as mandated by the PRINCIPAL, from the candidate in the format provided, before starting the batch. This needs to be handed over to the IRL authorized representative.	Primary responsibility
11.	SERVICE PROVIDER will be expected to provide the training as per the promised schedule to the trainee and ensure that the trainee is adequately skilled as per the performance criteria defined in the QP and NOS	Primary responsibility
12.	On the day of the assessment, SERVICE PROVIDER has to ensure that the necessary facilities are extending to the assessor and adequate lab infra with necessary raw materials is provided for the assessment purpose. In case the assessor needs any internet connection and a computer – the same should be provided on request by the SERVICE PROVIDER	Primary responsibility
13.	The trainee will be allowed to take the assessment as many times as the trainee wants by <b>paying the assessment fee each time</b> . The assessment fee has to be transferred to the SSC each time.	Primary (for collecting the assessment fee from candidate for 2nd and subsequent attempts, in case he/she so desires)
14.	Only Indian nationals can participate in the scheme	Primary responsibility
15.	The SERVICE PROVIDER will have to issue the certificates to the trainee within 2 working days of receiving the same. Any delay will be the liability of the SERVICE PROVIDER	Primary responsibility

  
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 Advocate & Notary  
 23, Mantri Chamber's, District, Nashik.



16.	In the eventuality of student dropping out before taking the assessment at least once and is taking training on credit, the SERVICE PROVIDER or the trainee will not be eligible for reimbursement. In case the Principal doesn't receive the auto debit training amount, it will not be liable to pay the Service Provider for that student.	Applicable for service provider as well.
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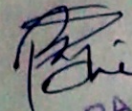
## 1. RESPONSIBILITIES OF IRL( PRINCIPAL)

- a. Coordinate with NSDC and Sector Skill Councils (SSCs) to get affiliation for Job Roles being offered by IRL under the PMKVY Program
- b. Work with SSCs to align training course-ware with National Occupation Standards (NOS) and Qualification Packs
- c. Conduct Training and Infrastructure Quality Audit for the Service Provider
- d. Work closely with SSCs to ensure courseware, assessment benchmarks and policies are aligned to on-ground reality
- e. Make sure that Training delivery is as per the required guidelines set down by the Principal for each QP/NOS.
- f. Approve Trainer hire before being allowed to be empanelled by the Service Provider.
- g. Conduct Training of Trainer for all trainers at its cost. This will not be leading to SSC certification of the trainers.
- h. Provide the Service Provider with student work books and 1 copy of the Trainers manual per course per centre (as per the courses being run at any given centre)
- i. Provide the PMKVY information booklet to the Service Provider for every student.
- j. Provide the designs for IRL sign boards for the centre + the minimal internal signage as per requirement.
- k. Follow-up with Assessment Agency and SSC to ensure that Assessment results are published on time and payment processed through NSDC
- l. Ensure payment to the Service Provider as per payment terms listed in this AGREEMENT.

## 2. COMPENSATION

For the services as detailed under the scope defined above, please refer to **Annexure I** for the details.

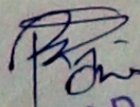
3. The SERVICE PROVIDER will not subcontract the training programs under the PMKVY Scheme to any external agency through any financial or non-financial arrangement. If the service provider is found to be involved in any such activity, it would lead to immediate termination of

  
**RAVINDRA D. TAJANE**  
 Advocate & Notary  
 17 Mont Chamber's District, Nashik.



the agreement and may invite legal action. The Principal will not be liable for any financial or non financial loss caused to the Service Provider as a result of this termination.

4. While the SERVICE PROVIDER is expected to facilitate the assessment process, under no circumstance they should be seen entering into any 'unfair' arrangement with the assessor or assessment agency. If any Service Provider is found to be involved in any such activity, it would lead to a strict action against it.
5. This is a reward scheme and the money would be transferred into the beneficiaries account directly. Any arrangement for payment of course fees using this Reward Money should be backed by clear documentation as mentioned in the MoU. The Bank Undertaking and Enrollment Form should be submitted to an IRL authorized representative before being enrolled in the batch.
6. **NON DISCLOSURE:** During the term of this MOU, IRL and Maratha Vidya Pasarak Samaj, Nashik will be bound by Confidentiality and Non- Disclosure and neither will reveal confidential information received as part of the collaboration hereunder to a third party. Non-disclosure only applies to information that is not already readily available in the public domain, or which a party rightfully has obtained elsewhere, or which a party has been ordered by a relevant court or authority to reveal.
7. **LIABILITY:** To the extent not otherwise stated in applicable terms and conditions, none of the parties should be liable for consequential damages such as lost profit.
8. **TERMINATION:** This MOU may be terminated by either party at any time by serving a notice of 1 calendar month. However, any obligations from either side accrued during the term shall be fulfilled.
9. **DISPUTES:** In the event of any dispute arising out of this AGREEMENT, IRL and the SERVICE PROVIDER shall settle the same by mutual negotiation; however, if the dispute is not resolved within 30 days, the dispute shall be referred to arbitration in accordance with The Arbitration and Conciliation Act, 1996. The dispute will be referred to a sole Arbitrator appointed by both parties and the proceedings shall take place in Nasik. The decision of the Sole arbitrator shall be final and binding upon the Parties.
10. **AMENDMENT:** This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

  
AVINDRA D. TAJANE  
Advocate & Notary  
Nashik.



11. **PARTIAL INVALIDITY:** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

12. **GOVERNING LAW:** This MOU will in all respects be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF IRL Enterprises & Maratha Vidya Pasarak Samaj, Nashik each has caused this MOU to be executed on its behalf, as of date first written above.



Signature & Seal

(Authorized Signatory)

Divvijay Kharote, Director

Date: 20/



Signature & Seal **Sarchitnis**  
**Maratha Vidya Pasarak Samaj**  
**Nashik.**

(Authorized Signatory)

Date

WITNESSED BY:

NAME

: D. D. Kayale

DATE

:



BEFORE ME

RAVINDRA D. TAJANE  
Notary, Govt. of India  
Office - 7/1, Maruti Chamber,  
District Court, Nashik - 2.

NOTARY

NOTED & REGISTERED

at Serial No. 4221/2015

DATE: 19/03/2015

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Contains Pages 06

IDENTIFIED BY  
19/03/2015