



Terms & Conditions for Trainings under Utkarsh Bangla – 2017-18

V1.0

Paschim Banga Society for Skill Development (PBSSD)
Technical Education, Training & Skill Development Department
Government of West Bengal



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Disclaimer

This document outlines the terms and conditions for the Trainings under Utkarsh Bangla only. This document is to be followed along with the terms and conditions laid down in the empanelment agreement & other related documents of the projects offered. The document may be modified and amended from time to time and the same would be notified to the operating stakeholders.

PBSSD reserves the right to modify this document at any time. All the amendments and modifications must be considered thoroughly during the operation of the training program.

The Terms & Conditions are a result of consultations and inputs received from a wide range of stakeholders and the lessons learnt during implementation of the on-going projects.

In case of any doubts you can contact utkarshbangla.counselling@gmail.com.

1. Introduction

Government of West Bengal has an integrated approach to Skill Development in West Bengal. The Technical Education, Training and Skill Development (TET&SD) Department of the Government of West Bengal is the nodal department for the state government for skill interventions of youths in engineering and non-engineering trades, along with various other emerging trades through its Polytechnics, ITIs/ITCs, VTCs ,VTPs and private affiliated institutes. The TET&SD department through its Directorates and Council supervises around 227 ITIs, 146 polytechnics and 2800 vocational training centers operating all over the state.

To address the requirement of skilled manpower across various sectors and to narrow the existing gap between the demand and supply of skills, Government of West Bengal has constituted the West Bengal Skill Development Mission (WBSDM) under chairmanship of the Hon'ble Chief Minister along with constitution of the Paschim Banga Society for Skill Development (PBSSD) under the chairmanship of the Chief Secretary to implement the decisions of the WBSDM.

On 16th February, 2016 the Government of West Bengal launched the Flagship Skill Development Scheme called "Utkarsh Bangla". The scheme now covers all project & non-project mode short term Skill Development interventions to provide wage/ self-employment linked skills training to the residents of the State. Under this scheme all interventions funded by the various State Government Departments/ Bodies/ Agencies from State and other funds leading to Skill Development shall be made by PBSSD on their behalf.



Hon'ble CM unveiling the Utkarsh Bangla Scheme, 16th February, 2016

2. Utkarsh Bangla

2.1. Objectives

2.1.1. The objective of the Scheme is to skill individuals to empower them to engage in wage employment or self-employment leading to improved livelihood through increased earnings, and/or improved working conditions, and/or opportunities to move from informal to formal work sectors.

2.2. Strategy & Approach

2.2.1. The Technical Education, Training & Skill Development Department shall facilitate the interventions made under the ambit of this scheme by providing the required technical support to the PBSSD.

2.2.2. The PBSSD shall be assisted by its agencies in the form of the District Project Management Units (DPMUs) at the District level, headed by the District Magistrates, which shall in turn be supported by Sub Divisional Project Management Units (SDPMUs) at Sub Divisional level under the SDOs. The PBSSD may also, by notification, utilize the services of other Government agencies at the State, District and sub district level in furtherance of the aims and objectives of the scheme.

2.3. Eligible Training Partners

2.3.1. The eligible training providers for this training would be as follows:

- a) The Training Providers empaneled to PBSSD along with their additional centers and additional modules
- b) The Private Training Providers operating the Government ITIs in PPP mode

2.4. Daily Operation & Attendance

2.4.1. The classes would be operational for 6 days a week (i.e. Monday to Saturday) and for 4 hours per batch per day.

2.4.2. The overall training infrastructure, especially the training aids and equipment, would be as per National norms as prevalent from time to time.

2.4.3. Soft Skill training has been made compulsory as an add-on to the core skill and therefore a Soft Skill training would be must in addition to the core skill course. The

module for the Soft Skill training would be intimated to the Training Provider during the allocation of the batches.

2.4.4. Training providers are not allowed to charge any fee / amount under any pretext from the trainee, unless specifically mentioned in the Work/Commencement Order, and in context of some Government directive.

2.4.5. The classes in each center would be operated in either first or second shift.

2.4.6. The Training Providers will be required to put in biometric attendance of the trainers and trainees as a necessity for claiming training fees, in which case the necessary infrastructure will be setup by them at their own cost and liability. The attendance of the trainees and trainers will be biometrically captured twice a day-at the beginning of the class and at the end of the class.

2.4.7. The classes should commence on the date as mentioned in the Work/Commencement Orders. In case of any delay the TP must produce proper documentation showing cause of delay to the Project Director, PBSSD, else it would be considered as breach of contract. The final decision regarding the same would be at the discretion of the Project Director, PBSSD.

2.4.8. Franchising would not be allowed for training process. If found otherwise it would be considered as a breach of contract.

2.5. Assessment & Certification

2.5.1. For ensuring that national level certification such as NCVT/SSC is awarded to the trainee on completion of their training, third party assessment/ certification of the trainee shall be done by PBSSD through appropriate interventions / mechanisms. The mechanism/ process of assessment would be notified by PBSSD.

2.5.2. On completion of training, the TPs would be responsible for taking steps to facilitate a National Level assessment and certification such as NCVT/SSC certificate as may be conveyed to them by PBSSD. For the purpose TPs will inform the PBSSD at least a month in advance of the completion of the training or as per schedule laid down by the PBSSD, ensuring that the requisite information is filed in the appropriate quarters. Assessors will be appointed by PBSSD, or through its interventions, and shall be independent of training agencies.

2.6. Role of the Training Providers

- 2.6.1. To make the necessary investments in terms of procuring equipment as per the courses to be conducted and other furnishings that are required to smoothly run the courses.
- 2.6.2. To operate the courses and take the responsibility of the daily functioning of the institutions by incurring the recurring costs.
- 2.6.3. To hire high quality trainers and ensure quality training being imparted.
- 2.6.4. To adhere to the KPIs as per clause 2.7 of this document for the smooth functioning of the batches.
- 2.6.5. To raise invoice in a timely manner and with transparency. Any fraudulent data would lead to breach of contract and would be dealt with severity.

2.7. Key Performance Indicators & Funding Norms

2.7.1. The Key Performance Indicators would be as follows:

- a) **Placement** : The Scheme links the defrayment of training costs to attainment of various Key Performance Indicators (KPIs), that shall, inter alia, include employment (both wage and self) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment for a minimum period of 6 months on a remuneration not below the minimum wage applicable for semi-skilled worker or INR 6000/- per month whichever is higher. Failure to achieve this % shall result in penalties as indicated in 2.7.3.(b). The PBSSD shall have freedom to alter the percentage in totality or introduce a mix of wage employment and self- employment depending on the nature of the primary scheme that is being implemented and the sectors involved.
- b) **Tracking**: Training providers shall track candidates for a period of 12 months (at least once in every two months) after completion of training. Candidate wise records are to be maintained digitally in the specified format, regarding mode of tracking, date of tracking, person by whom tracking was done, latest status of the candidate (working / not working, satisfied / unsatisfied with job, wants new job etc.) and remedial measures to be taken (if required). The format would be shared to the Training Providers by PBSSD.

- c) **Presentation and payment of bill:** The process of invoice generation would be notified to the Training Providers shortly.

2.7.2. The Funding Norms would be as per the following:

- a) The TP shall be paid not more than 80% of the total fees payable on successfully assessed students before the placement and tracking reports are completed.
- b) A minimum of 20% of the training fees payable to the training providers shall be linked to placement of the trained candidates and the submission of the "Post Training Tracking report" covering a period of 12 month from the date of completion of training and after the trainee remains in continuous employment of 6 months.
- c) Security Bank Guarantee shall be released on completion of 18 months from the date of starting commencement of the batch as mentioned in the work order.

2.7.3. The penal provisions would be as per the following:

- a) **Assessment Success Rate** - If subsequent to the completion of training of a particular batch, the successfully assessed trainees are less than 25% of the batch size, than the entire training fees payable for that batch shall be deducted as a penalty.
- b) **Placement Rate** - In the event of failure to provide placement to the successfully assessed trainees, following percent of amount of training fees payable to the TPs shall be deducted as a penalty for non-placement:

% of successfully assessed trainees placed out of a batch	Penalty from fees allocated for Placement
Less Than or up to 20%	80%
For Placement of more than 20% but upto 35%	50%
For Placement of more than 35% but upto 45%	30%
For Placement of more than 45% but upto 55%	20%
For Placement of more than 55% but upto 70%	10%
For Placement of more than 70%	0%

Note: If subsequent to the audit of the placement report by TPA, it is found that the TP has wrongly reported (materially) the placement, a penalty amounting to 200% of the penalty due on consequent placement shall be imposed in addition to the original penalty. This penalty shall be recovered from outstanding dues/ PG or through other legal recourses etc. available to the PBSSD. The agency may also be Black listed and prohibited from participation in future interventions in the PBSSD.

- c) **Trainer's Attendance** - Every trainer is expected to remain present at least 90% of the duration for every batch. In case the trainer attendance is less than aforesaid 90%, then the training following percentage of training fees shall be deducted as a penalty:

Trainer's attendance between	% of training fees deducted for that batch
> 90 %	Nil
Between 85 % to 90%	10%
Between 80% to 85%	40%
Less than 80%	100%

- d) All TPs would need to ensure that the dropout rate from every Training Centers should not exceed 5% of the actual number.

2.8. Security Bank Guarantee

- 2.8.1. A Security Bank Guarantee is required to be submitted to PBSSD at the below address with a forwarding letter in the letterhead of the Training Provider as per the directions of PBSSD while offering the projects.

UTKARSH BANGLA

Room No. 227, PBSSD, Karigari Bhawan,

B/7, Action Area – III, New Town, Rajarhat, Kolkata – 160

- 2.8.2. The security bank guarantee shall be from a scheduled commercial bank drawn in favor of **Project Director, Paschim Banga Society for Skill Development, West Bengal payable at Kolkata.**
- 2.8.3. This Guarantee shall be irrevocable and remain in full force for the period as mentioned and shall continue to be enforceable till all obligations under the work order and this document have been full filled.
- 2.8.4. Security Bank Guarantee shall be forfeited in the following cases unless decided otherwise by Project Director, PBSSD
- When any terms and conditions of the Work/Commencement Order and this agreement are breached.
 - When the Training Provider fails to provide the services as specified in the Work Order/Commencement and this document.

- c) Notice will be given to the Training Provides with reasonable time before Security Bank Guarantee is forfeited.

2.9. Monitoring Process

- 2.9.1. PBSSD would appoint a Third Party Assessor (TPA) of repute to assess the performance of all training centers and subsequent batches.
- 2.9.2. The DPMUs/ SPMUs shall ensure regular inspection and monitoring during the training interventions to ensure quality training. The PBSSD will be liable for bearing all the expenditure for the purpose.
- 2.9.3. The Training Providers would be responsible for fulfilling all the scheme specific guidelines for candidate mobilizing & screening (as and when required to do so), training, placement and post placement tracking.
- 2.9.4. The TPs would allow the PBSSD / TPA representatives to perform their routine activities regarding monitoring and evaluation without any obstruction during their visits.

2.10. General Terms and Conditions

- 2.10.1. A Training Provider can't stop a continuing batch without prior notification to Project Director, PBSSD. To discontinue a batch the Training Provider would be required to take prior written permission from Project Director, PBSSD. The final decision regarding the same would rest with the Project Director, PBSSD.

2.11. Breach of Contract and Termination of Agreement

- 2.11.1. Project Director, PBSSD would consider the agreement to be breached in case of any of the following. This list is an indicative list and not exhaustive in nature. The final judgment for a breach of agreement shall lie with the Project Director, PBSSD.
 - a) TP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training, invoice or any other aspect related to program.
 - b) If the TP, in the judgment of the PD, PBSSD is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Work Order.

- c) If the TP is unable to commence and finish classes for a particular batch within the date as specified by PBSSD.
- d) If the TP allows franchising.

2.11.2. In case a breach of agreement is established then Project Director, PBSSD may, without prejudice to any other remedy for Breach of Agreement, by a written notice send to the TP intimating to terminate the Agreement in whole or in part. A cure period of not more than 10 days would be given to the TP to rectify the breach.

2.11.3. DIT, WB would suspend all payments to the TP hereunder if the TP shall be in a breach of agreement.