TRI PARTITE AGREEMENT

This Tripartite Agreement made and entered into on this 14th day of February 2014 at ____________among

The Department of Technical Education and Training, Government of West Bengal, Bikash Bhavan, Salt Lake, Kolkata 700091, (hereinafter referred to as "Dept. of TE & T" which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to include its successors and permitted assigns) of the FIRST PART;

AND

Bengal Chamber of Commerce and Industry, a company incorporated under the provisions of the Companies Act,1956 having its registered office at Royal Exchange, 6, N.S. Road, Kolkata 700001 (hereinafter referred to as "BCC&I", which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to include its successors and permitted assigns) of the SECOND PART;

AND

Skilled Tailoring Institute by Raymond, a public charitable trust having its registered office at 56, Majhoosahalli Village, behind KIADB Industrial Estate, Veerapura Post, Doddaballapur post-561203, Bangalore (herein referred to as "STIR", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assign) of the THIRD PART.
BCC&I, Deptt. Of TE & T and STIR are individually referred to as “Party” and collectively referred to as “Parties”.

PREAMBLE:

BCC&I along with the Department of TE&T, Government of West Bengal intends to develop an institutional arrangement to facilitate placement linked vocational training programs for unemployed youths for selected vocational trade courses at Regional office premises of Directorate of Vocational Education and Training in the campus of Jnan Chandra Ghosh Polytechnic, 7 Mayurbhanj Road, Kolkata 23 as skilled human resources with modernized equipments and practice to create suitable workforce for the utilization of the industry / stake holders of the sector.

This MoU is in persuasion of developing an institutional arrangement to impart placement linked vocational training Programme jointly formulated by the First Party and the Second Party. These projects/placement based training programs would be implemented by the Third Party identified by the Second Party wherein the First Party will extend infrastructural facilities with utilities and other supports. The First Party would be committed to provide industry specific skilled human resources which the Second Party through its Implementing Agency [here referred as Third Party] would remain committed to train and facilitate employment after necessary assessment and certification.

The Second Party which is registered under the Company Act. represented by its President/director General or his representative (which term and expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors – in -Office etc.). The Second Party shall make endeavour to provide industry linkage and facilitate placement within or outside the State and has confirm its acceptance to enter into a master MoU with the First Party and subsequently enter into this tripartite Agreement.

The Implementing Agency i.e STIR, promoted by Raymonds Skills has been designated as the programme implementation agency in accordance with the terms and conditions to be set forth in this Agreement to be entered into.

The training cost would be provided by the first party as per Skill Development Initiatives Scheme (SDIS) of Director General of Employment & Training (DGET), Government of India and to be amendment time to time as per Modular Employable Scheme (MES) of SDIS of DGET, Government of India

WHEREAS:

The Department of TE&T are desirous of developing an institutional arrangement to impart placement linked client specific training programmes for various vocations including people from the tailoring community in West Bengal as per skill demand of the Industry/sector;

The Department of TE&T, Government of West Bengal, is committed to provide industry specific skilled human resources which the Implementing Agency will train and facilitate employment after necessary assessment in coordination with BCC&I.

BCC&I an association established to promote trade and commerce in the state of West Bengal have jointly with the Deptt. of TE&T formulated vocational training programmes to provide training and placement support to persons belonging to the tailoring community which includes class room training, hands on training and placement thereafter (“said Programme”).
Second Party shall provide industry linkages and facilitate placements within or outside the state. The Second Party shall identify and engage Implementing Agency for imparting skills towards achieving employment at the end of successful training.

In furtherance of the same Deptt of TE&T and BCC&I have on 14.02.2014 entered into an MOU recording their intention to work together through an Implementation Agency to introduce, promote and implement the said Programme. The said MOU dated 14.02.2014 is hereinafter referred to as “MOU”.

BCC&I, after detailed and deliberations and discussions, have entered into an MOU dated 14.02.2014 with STIR (hereinafter referred to as “AGREEMENT”) appointing STIR as the Implementation Agency to implement the said Programme.

In order to facilitate the implementation of the said Programme, the Parties are desirous of entering into this Tripartite Agreement to place on record their understanding, roles and responsibilities in respect of their working together towards their joint goal of providing sustenance, support and guidance to the tailoring community.

NOW IN CONSIDERATION OF THE PREMISES ALL THE PARTIES HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOW:

1. The Recitals set forth above and Annexure and schedules indentified in this Agreement are an integral part of this Agreement.

2. SCOPE OF THE MoU:

The MoU details the desire of all three parties to enter into tripartite agreement by the contracting parties so as to offer customized, client-specific training programs as per the skill demand of the Industry / Sector.

The MOU details and records the understanding of each party while entering into this Tripartite Agreement and sets out the roles and obligations of each party in respect of the said Programme so as to meet the goals envisaged by Deptt. of T&ET and BCC&I to successfully establish and implement a placement oriented vocational programme to support the tailoring community in the state of West Bengal

The Department of TE&T, Government of West Bengal, is committed to provide industry specific skilled human resources which the Implementing Agency will train and facilitate employment after necessary assessment in coordination with BCC&I.

The projects/placement based training programs would be funded by the Government of West Bengal.

The Second Party shall provide industry linkages and facilitate placements within or outside the state. The Second Party shall identify and engage Implementing Agency for imparting skills towards achieving employment at the end of successful training.

Intake of sponsored candidates shall be allowed and the terms and conditions for their training shall be taken separately, as a special case, for which the Second Party shall initiate a separate proposal overall.

NOW IN CONSIDERATION OF THE PREMISES ALL THE PARTIES HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOW:
The Recitals set forth above and Annexure and schedules indentified in this Agreement are an integral part of this Agreement.

3. ROLES AND RESPONSIBILITIES

a. The roles and responsibilities of the Deptt. of TE &T, Govt. of West Bengal are indicated below:

i. Providing to STIR through BCC&I with, building Infrastructure of 6500 sq.ft approximately (bare shell) with utilities at Kolkata (in the campus of Jnan Chandra Ghosh Polytechnic in Moninpur) and Howrah (Ankurhati Gems & Jewellery Park in Domjur Block) to enable them to set up 2 Centres of Excellence – Skill Development Centres in West Bengal, providing skill training to at least 680 tailors annually from each Centre, as per mutual agreement between the Parties;

ii. Providing other assistance/support like water supply, electricity connection as may be required and agreed upon from time to time.

iii. Reimbursing the training cost incurred by STIR for the implementation of the said Programme by clearing the various invoices received by them from STIR, as per the Modular Employable Scheme (MES) of DGET at the rate and other incentives as admissible in the MES under SDIS guidelines.

iv. Monitoring and periodical evaluation of the said Programme.

v. Working with STIR and BCC&I to design and finalization of the course curriculum/modules,

vi. Third Party Assessment of the trainees as per National Council of Vocational Training (NCVT) of the Director General of Employment and Training (DGET), Government of India & NCVT certification of annually 680 Trainees from each Centre.

b. BCC&I will perform on following responsibilities:-

i. Facilitate and assist STIR in the allocation of building infrastructure and utilities to enable them to establish the requisite training centres;

ii. Monitoring and periodical evaluation of the said Programme.

iii. Working with STIR and Deptt of T&ET to design and finalization of the course curriculum/modules,

iv. Facilitate linkages between successful trainees and industries through STIR for placement of passed out candidates

v. Explore and try to ensure sufficient number of job opportunities for passed out candidates from the centers, run by STIR.

vi. Facilitate the submission of annual audit on expenses incurred over such training and amount payable for the training being imparted under the said Programme

vii. Provide a common platform for the Industry to gauge required number of skilled manpower

viii. Facilitate the Third Party for submission of monthly reports on the training programme

(Like numbers of trainees trained, admitted and placed) to the Second Party for onward submission to the First Party.

c. STIR will perform on the following parameters:-

i. Establish two Centre of Excellences at the space allocated by Deptt. of TE&T

ii. Implement the said Programme by enrolling trainees for the same as per the rules and procedures established by the Parties
iii. the Maintaining Trainee and Training related MIS
iv. Mobilization, Identification and selection of Trainees.
v. Arranging subject matter expert/domain experts and Training Infrastructure.
vi. Working with Deptt of T&ET and BCC&I to design and finalization of the course curriculum/modules,
vii. Organizing and conducting training for the Trainers and 680 Trainees from each centre of Excellence Skill Development Centre.
viii. Provide Training content, Trainer Resource material and relevant Tools & Equipment.
ix. Supply and Install the garment manufacturing machines and equipment for training in garment making, branding materials, furniture, fixtures and training materials and accessories for imparting training including refurbishing of both the Centres at each CoE-SDC at Kolkata (Monipur) and Howrah( Domjur) at its own cost.
x. Monthly report on the training programme (like numbers of trainees trained, admitted and placed) along with the fee shall be submitted to the Deptt. of TE & T for reimbursement.
xi. Annual audit on expenses incurred over such training and amount payable for the training being imparted shall be submitted to the Deptt. of TE & T.

d. Parties agree that :-

i. Time schedule for completion of different training programme of an individual shall follow at least the duration in hours of Modular Employable Scheme of the National Council for Vocational Training (NCVT) of Director General of Employment and Training (DGET), Government of India list as Annexed –A.

3. DURATION:

This Agreement shall also be co-existensive and co-terminus with the said MOU 1 or MOU 2. It is clarified that termination of any one of the two MOUs will result in automatic termination of this Agreement.

4. LIABILITIES

Deptt. of TE&T, BCC&I and STIR, are entering into this specific task contract in good faith and intentions. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalisation of the task.

Deptt. of TE&T, BCC&I and STIR will abide by the terms and conditions mentioned in the MOUs independently executed among them and the this Agreement regardless of any change in personnel in both organizations.

This Agreement is co-existence and co-terminus with the any of the MOUs executed between the parties independently.

6. Forcemejure

6.1 None of the parties will be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force
majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to
the other party within one month of such occurrence or cessation. If the force majeure
conditions continue beyond six months, the parties shall jointly decide about the future
course of action.

6.2 The Parties shall indemnify and save harmless each other against any non performance
of obligations on part of the non complying party, including Force Majeure clause in 6
(a) above

7. Arbitration

In the event of breach of this Agreement the Parties shall make reasonable efforts to
reach an amicable settlement thereof. If the Parties cannot reach an amicable
settlement all disputes arising in connection with this Agreement thereof the same shall
be referred to the sole arbitrator/s appointed mutually by all the parties. Subject to the
aforesaid, the provisions, rules and procedures of Arbitration and conciliation Act, 1996
(as amended from time to time) shall apply to the arbitration proceeding under this
clause. The award rendered by the sole arbitrator shall be final and binding upon all the
parties. The language of the arbitration and the award shall be English and the seat of
the Arbitration shall be Kolkata.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India
and subject to clause 7 above, wherever juridical intervention is possible, all parties
hereto irrevocably agree to submit to the jurisdiction of the Courts in Kolkata.

9. General Terms

No amendment or modification of this agreement shall be valid unless the same is made
in writing by both the parties or their authorized officials/representatives and
specifically stating the same to be an amendment of this agreement. The
modifications/changes shall be effective from the date on which they are made
/executed unless otherwise agreed to.

The rights and / or liabilities arising to any party to this agreement shall not be assigned
except with the written consent of the other party and subject to such terms and
conditions as may be mutually agreed upon.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf
of the parties hereto signed this Agreement at the place and on the day below written.
SIGNED AND DELIVERED by the
Department of TE&T

Name:
Title:

WITNESSES:
1.
2.

SIGNED AND DELIVERED by the
Bengal Chamber of Commerce &
Industry (BCC&I)

Name: P. ROY
Title: DIRECTOR GENERAL

WITNESSES:
1.
2.

SIGNED AND DELIVERED by the
STIR

Name:
Title:

WITNESSES:
1.
2.