

**CONTRACT AGREEMENT  
FOR GUARANTEED OVERSEAS EMPLOYMENT  
THROUGH TRAINING (GOET) PROGRAM**

THIS CONTRACT AGREEMENT ("Contract") is entered on **August 21, 2015** by and between the *Ministry of Labour and Human Resources (MoLHR)* herein referred to as the "Procuring Agency" having its principal place of business at Lower Motithang Thimphu, and *International Institute of Wellness Studies (IIWS)* herein referred to as the "Training Provider" having its principal office located at Greater Noida-201306, Sector-BZP, New Delhi, India

WHEREAS the Procuring Agency wishes to have the Training Provider perform the services herein after referred to, and

WHEREAS the Training Provider is willing to perform these services,

NOW THEREFORE THE PARTIES (the Procuring Agency and Training Provider) hereby agree as follows:

1. **Services**
  - A The Training Provider shall perform the services specified in Annexure 'A', "Terms of Reference and Scope of Services" which is made integral part of this Contract ("the Services").
  - B The Training Provider shall provide the Personnel/Trainer listed in Annexure 'B', "Training Provider's Personnel/Trainer," to perform the services.
  - C The Training Provider shall submit to the Procuring Agency the report in the form and within the time period specified in Annexure 'C', "Training Provider's Reporting Obligation".
2. **Term**

The Training Provider shall perform the services during the period commencing from **15<sup>th</sup> September, 2015 and continuing through till the course completion as mentioned in Annexure 'D'** or any other period as may be subsequently agreed by the Parties in writing.
3. **Payment**
  - A **Ceiling**

For service rendered pursuant to Annexure 'A', the Procuring Agency shall pay the consultant 50% of the agreed training and employment cost upfront upon signing the contract agreement and remaining 50% shall be paid on employment of the trained students. *(The training areas, duration, number of slots and cost per course is mentioned in the Annexure 'D')*. However, payment for the Food and Beverages, Guest Relation Executives and Caddie training shall be paid only after the physical verification report of the Institute to be submitted by the verification team within a month from signing the contract agreement. The Procuring Agency shall terminate the contract if not recommended by the verification team.



**B Schedule payment**

The payment shall be made in accordance to Clause 'K' of the ToR (attached)

**C Payment condition**

Payment of 1<sup>st</sup> installment shall be made in [INR] on signing of Contract Agreement and commencement of GOET program. The 2<sup>nd</sup> or final installment shall be made within 1 month of submitting training report (attached under annexure C) along with Employment Agreement (as per ToR) and verification of employment by the Program Coordinator.

**4. Project Administration**

**A Coordinator**

The Procuring Agency shall designate an official from Department of Employment as the Procuring Agency'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 Procuring Agency and for receiving and approving invoices for the payment.

**B Reports**

The reports listed in Annexure 'C', "Training Provider's Reporting Obligations," shall be submitted upon completion of training program, and will constitute the basis for the final payments and adjustment to be made under paragraph 3.

**C Training Administration**

The Training Provider is responsible for the management of the training program and for mobilising the required number of participants/trainees for each program as per the criteria listed in ToR.

**5. Performance Standards**

The Training Provider undertakes to perform the Services with the highest standards of professional and ethical competence and Integrity. The Training Provider shall promptly replace any employees assigned under this Contract that the MoLHR considers unsatisfactory. The Training provider shall ensure to engage personnel/trainer as listed and agreed in Annexure 'B' to provide training. However, visiting faculty for few sessions will be considered.

**6. Confidentiality**

The Training Provider shall not, during the term of this Contract and within one year after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or Procuring Agency's business or operations without the prior written consent of the DoE, MoLHR

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Training Provider for the MoLHR under the Contract shall belong to and remain the property of the MoLHR. The Training Provider may retain a copy of such documents and software.



8 **Assignment**

The Training Provider shall not assign to anyone this Contract or sub-contract or any portion of it without the Procuring Agency's prior written consent to anyone.

9 **Law Governing Contract**

The Contract shall be governed by the Laws of the Kingdom of Bhutan, and the Language of the Contract shall be English.

10 **Language Dispute Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in the Royal Court of Law in Thimphu in accordance with the Laws of the Kingdom of Bhutan.

**FOR THE PROCURING AGENCY**

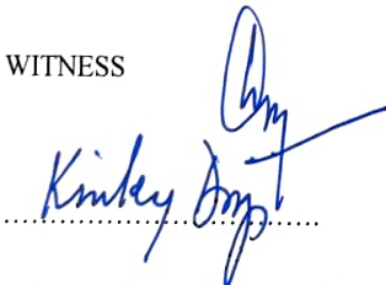
(Pema Wangda)  
Secretary  
MoLHR

(Affix legal stamp)


SECRETARY  
Ministry of Labour & Human Resources  
Thimphu : Bhutan

WITNESS

  
Kinley Dorji

(Name and Signature)

Offg. Director, DOE

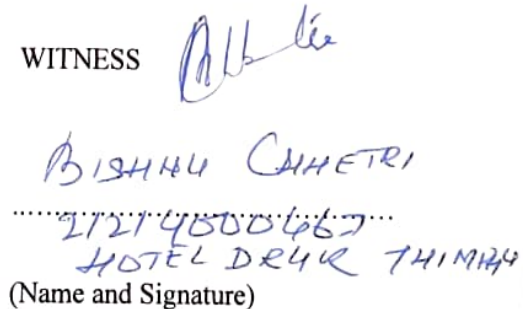
**FOR THE TRAINING PROVIDER**

(Manav Dhingra)  
Head Operations  
IWS

(Affix Legal Stamp)


WITNESS

  
BISHHU CAHETRI  
21214500467  
HOTEL DRUK THIMPHU

(Name and Signature)

## Annexure 'A'

### Terms of Reference for International Tender (Guaranteed Overseas Employment through Training)

#### a. Background

- i. Partnering with regional training providers to implement Guaranteed Overseas Employment through Training (GOET); and
- ii. The training providers should adhere to the Regulation on Bhutanese Overseas Employment Agent.

Selected proposals will be supported for implementation of GOET program based on the following:

- i. Technical soundness of the proposal;
- ii. Per unit cost for training and employment;
- iii. Cost-sharing element in the proposal;
- iv. Budget available with MoLHR; and
- v. Employment demand from the destination country.

#### b. Objectives/ expected outcomes

- i. To promote gainful employment of Bhutanese jobseekers in the identified overseas countries and achieve full employment target set by the Royal Government of Bhutan.

#### c. Who can submit the proposal?

- i. Training Providers in India (Solely based in India and not in collaboration with Bhutanese training provider).

#### d. Eligibility Criteria

The support will be given to proposals received from the above mentioned categories with the following:

- i. Background information;
- ii. Areas of training or skill requirement (name, duration and other details) in which MoLHR should support;
- iii. Training modality (how, by whom, where and when the training will be implemented);
- iv. Level of skill certification which fulfills the employment requirement of the destination country;
- v. Areas of employment in the destination country;
- vi. Specify employment details (position, salary and other benefits and details);
- vii. CVs of trainer(s) and professional engaged for the implementation of the program; and
- viii. Confirmation from employer of destination countries on employment of trained candidates.

Proposal with cost-sharing elements (where in the training provider agrees to take certain cost on implementation of guaranteed employment through training program) will be given priority during selection.

**e. Employment conditions:**

While submitting RFP the bidder has to fulfill following minimum employment conditions:

- i. Employment after training not less than 2 years, if the candidate wants;
- ii. Basic salary minimum INR 10,000, excluding accommodation, transportation, food and other, if any;
- iii. Training duration 3-6 months; and
- iv. Minimum number of slots in each program has to be 50.

**g. Roles and Responsibilities of training provider**

- i. The training provider shall commence the training course latest by two weeks after awarding the work;
- ii. The training provider shall provide the entire infrastructure facilities including classrooms, laboratories, equipment, analytical tools and aids, library and highly trained professional staff. Facilities for boarding and lodging of students, counseling and guidance on course will be also provided;
- iii. The track records of attendance and the Internal Evaluation shall be done by the training provider and shall be submitted to the MoLHR on a monthly basis;
- iv. Required Books and training materials will be provided by the training provider to the trainees/students; and
- v. Submit money receipt within a month upon receipt of tuition fee and stipend to MoLHR via courier and email (scan copy).

**h. Roles and Responsibilities of the MoLHR.**

- i. The MoLHR shall be responsible for carrying out all administrative work (announcement, and facilitating trainees to undertake the program) pertaining to the implementation of the programme;
- ii. The payment shall be released in two times in the ratio of 50:50. Only on receipt of the Utilization Certificate/money receipt for the amount released and detail training report (dully filled receipt of stipend, progress report, attendance details and employment placement details: appointment letter and contact address of employer and employee), second and final payment of 50% shall be released as per the contract agreement;
- iii. The MoLHR shall ensure timely release of the payment to the training provider as agreed herein;
- iv. Provide stipend support to candidates during training as per the existing Royal Government Rules and Regulation;
- v. Provide ex-country travel cost (one-way only) to the venue of training; and
- vi. The MoLHR shall monitor the quality of the programmes through persons/officials appointed for the purpose after three months of commencement or at the end of the training program. Further, employment status will be verified by visit or direct contact to employer and employee.

**i. Joint responsibilities of training provider and the MoLHR**

- i. Set the criteria for selection interview and conduct the selection interview;
- ii. Any expansion or modification relating to the academic programmes or employment;

- iii. The training provider shall consult or discuss with the MoLHR before the termination of any trainee (s) from the academy and the tuition fee refund or non-refund will be based on the circumstances and as per the discussion between the two parties; and
- iv. Both the parties shall be responsible for evaluation and monitoring the progress of the students and training. (Official (s) from the DoE, MoLHR will visit the training institute as per its monitoring plan).

**j. Estimated Cost**

The training provider will specify the cost of GOET program. The cost should include the following (training and employment cost per candidate):

- i. Cost of skilling or training for the duration specified in the proposal,
- ii. Cost of trainer's fee,
- iii. Cost of skill certification,
- iv. Cost of employment (interview, industry/employer liaison, signing of contract, etc), and
- v. Cost of candidates travel to the employer's location post-training.

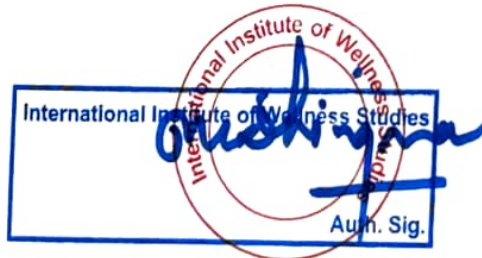
**k. Payment Schedule: Payments will be released as follows:**

Payment shall be released to the training provider as per the milestones stated below:

Sl. No	Milestones	Payment
1	On signing of Contract Agreement and commencement of GOET program.	50% of the training cost (calculated per candidate trained).
2.	On full employment of candidates post-training 50% of the balance training cost will be paid. The full 100% training cost under following circumstances will be withheld and adjusted in the remaining installment to be paid: <ul style="list-style-type: none"> <li>1. Trained candidates not employed in the destination countries,</li> <li>2. Candidate leaving the program halfway, and</li> <li>3. Candidate not taking employment post-training.</li> </ul>	50% of the remaining training cost (calculated per candidate employed).

Note:

- Candidates not taking up employment or not completing the training will have to refund 100% of the cost other than training cost paid to training provider (stipend and travel expenses directly spent on candidate)



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**Annexure B**

**Training Provider's Personnel/Trainer**

The training provider will engage following faculty for conducting

Sl #	Name	Position assigned	Contact No
1			
2			
3			

**Annexure C 'Training Reporter's Reporting Obligation'**

**Final Training Report must include:**

The training provider has to provide the following details in the training report along with the invoice for the payment;

- i. Training program schedule
- ii. Brief Course content
- iii. Methodology used/ activities carried out
- iv. Progress report including OJT report
- v. Copy of the certificate(sample attached) awarded to the participants
- vi. Post training report and feedback
- vii. Copy of Employment Agreement(sample attached)

**Participant's Profile form**

Course Title:.....

Training Duration (start to end date): .....

Sl #	Name	Job Seeker No	CID No	Gender F/M	Qualification	Dzongkhag	Contact No & Email ID

*[Handwritten signature]*

International Institute of Wellness Studies  
*[Handwritten signature]*  
 Auth. Sig.





### Monthly Stipend Money Receipt

Sl #	Name	CID No	Amount Paid	Signature(on revenue stamp)
1				
2				

**Note: Training Provider is required to develop feedback form for program evaluation by trainees**

#### Annexure 'D' "Training area, duration, cost and number slots per course"

Training areas	Training duration	Slots	Negotiated rate (in Nu.)
Beauty and Spa	6 months (4 months training, 2 months OJT)	125	105,000.00
Hair dressing	6 months (4 months training, 2 months OJT)	25	107,000.00
Nail artists/technicians	6 months (4 months training, 2 months OJT)	50	107,000.00
Food & Beverages Hostess	4 months (2 months training, 2 months OJT)	150	83,000.00
Guest Relations Executive			83,000.00
Caddie training	4 months (training cum OJT)	50	65,000.00
<b>Total</b>		<b>400</b>	

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