

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

Training Program: Food and Beverages

Training Duration: 2 months training and 2 months OJT

Slots: 200 candidates

Cost per Candidate: Nu.90,000.00

Total Cost: Nu. 18,000,000.00

THIS CONTRACT ("Contract") is entered into this **4th March, 2016** by and between the **Department of Employment, MoLHR** herein referred to as the "**Procuring Agency**" having its principal place of business at Lower Motithang, Thimphu and **M/s. International Institute of Wellness Studies (IIWS)** herein referred to as the "**Training Provider/Consultant**", having its principal place of business at **Greater Noida-201306, Sector-BZP, New Delhi, India.**

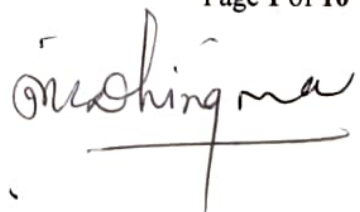
WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Training Provider/Consultant shall perform the services specified in **Annexure "A"** "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Training Provider shall provide the personnel /Trainer listed in **Annexure " B" , " Training Provider's Personnel/Trainer,"** to perform the services.
 - (iii) 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 Obligations".**

- 2. Term**
- The Consultant shall perform the Services during the period commencing **1st April, 2016 and continuing through 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 Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of **Nu. 90,000.00 (Ngultrum Ninety Thousand per candidate)**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule Payment

The payment shall be made in accordance to **ToR** (attached)

C. Payment Conditions

Payment shall be made in **[INR]** as per the Payment schedule indicated in ToR (**Annexure "A"**)

4. **Project Administration**

A. Coordinator

The procuring agency shall designate an official from Department of Employment as the Procuring Agency's coordinator; the Coordinator shall be responsible for the coordination of activities under the 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.

C. Training Administration

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

5. **Performance Standard**

The Training Provider/ Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant 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.

- 6. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client'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 Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 9. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 10. **Law Governing Contract and Language** The Contract shall be governed by the laws of the **Kingdom of Bhutan**, and the language of the Contract shall be **English**.
- 11. **Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Bhutan.

FOR THE PROCURING AGENCY

Signed by **Sherab Tenzin**

Title: **Director, General, DoE**



WITNESS

Name & Signature..... *Kunley Drey*

Address..... *MoLHR*

FOR THE CONSULTANT

Signed by ... *Mishingma*

Title: *Head of Operations*



WITNESS

Name & Signature..... *Charles Endel Day*

Address..... *Langphakha, Thimphu*

[Handwritten signature]

Mishingma

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

A. Background/Objectives/expected outcomes

- i. To promote gainful employment of Bhutanese jobseekers in the identified overseas countries to achieve full employment target set by the Royal Government of Bhutan.
- ii. Shall Partner with regional training providers in training and placing of Bhutanese youths under Overseas Employment program. The program shall be called Guaranteed Overseas Employment through Training (GOET); and
- iii. The training providers shall be governed by the Regulation on Bhutanese Overseas Employment Agent.

B. Who can submit the proposal?

- i. Training Providers in India
- ii. Training providers in Bhutan with Overseas Employment Agency License
- iii. Licensed Bhutanese Overseas Employment Agencies.
- iv. Jointly by Training providers in India and / or Bhutanese Training providers and/ or Bhutanese Overseas Employment Agents.

C. Proposals shall be selected for implementation of GOET 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.

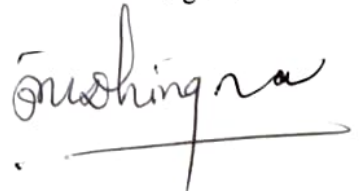
D. Employment conditions

While submitting RFP the bidder shall fulfill following minimum employment conditions:

- i. There shall be a minimum of 50 slots in each program proposed;
- ii. Employment of Bhutanese youth shall be for a minimum period of two years after the training period;
- iii. Basic salary of a minimum of INR 10,000, excluding accommodation, transportation, food and other benefits, if any;
- iv. Training duration shall be between 2-5 months; and
- v. Confirmation from employers in destination countries on employment of trained candidates.

E. Documents and other requirements

The support shall be given to proposals received from the above mentioned categories:



- i. Background information (training & training provider);
- ii. Training duration and other;
- iii. Training modality (how, by whom, where and when the training will be implemented);
- iv. CVs of trainer(s) and professional engaged for the implementation of the program;
- v. Level of skill certification which fulfills the employment requirement of the destination country;
- vi. Specify employment details (position, salary, other benefits and details).

F. Indicative training areas and slots

Slno	Category	No.	Remarks
1	Hair Beauty and Spa	100	May propose higher nos.
2	Food and Beverages	100	-do-
3	Aviation (Air hostess	100	-do-
4	Cook/Chefs	100	-do-
5	Information Technology(IT)	100	-do-
	Total	500	

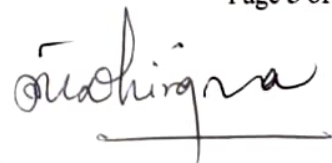
G. Roles and Responsibilities of training provider

- i. The training provider shall commence the training course two weeks after the award of contract;
- 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 program;



- ii. The payment shall be released in three times at the ratio of 25:25:50(25% advance on signing of Contract Agreement and commencement of GOET program, 25% after two months of the contract signing based on the progress of implementation and full balance 50% shall be released on confirmation of employment of all candidates). 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 programs 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 programs 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

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.	25% of the training cost (calculated per candidate trained).
2	After 2 months of the contract signing based on the progress of the implementation.	25%
3.	Full balance 50% shall be released on confirmation of employment of all candidates on training. The training cost of candidates under following circumstances shall be deducted/adjusted while making the final installment payment: 1. Trained candidates not employed in the destination countries, 2. Candidate leaving the program halfway, and 3. Candidate not taking employment post-training.	50% of the remaining training cost (calculated per candidate employed).

Note:

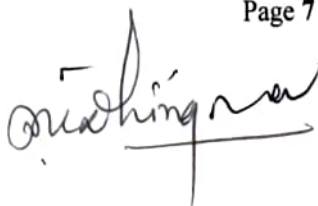
- Candidates not taking up employment or not completing the training will have to refund 100% of the cost other than training cost paid to training provider (stipend and travel expenses directly spent on candidate).

L. Bank Guarantee for Advance Payment

- i. As per the Procurement Rules, any advance payment made shall be backed by an equivalent Bank Guarantee drawn in favour of the Secretary, MoLHR, Thimphu through a Bank in Bhutan.

M. Others

- i. For effective implementation of the program, the Ministry may award additional works directly without calling for bids based on the performance of the training provider(s) on the same category of work under the same terms and conditions.



Annexure " B"

Training Provider's Personal/Trainer

The Training provider will engage following faculty for conducting

Sl#	Name	Position assigned	Contact No.

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

Monthly Stipend Money Receipt

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

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

Sl#	Training Area	Training duration	Slots	Rate per candidate (Nu.)
1	Food and Beverages	4 Months (2 months training & 2 months OJT)	200	90,000.00



