



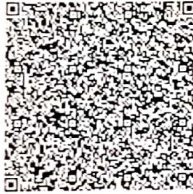
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Government of Himachal Pradesh

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 Second Party : THE PLANET EDUCATION SOCIETY
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CONTRACT AGREEMENT

BY AND BETWEEN

Himachal Pradesh Kaushal Vikas Nigam (HPKVN)

(State Skill Development Mission, Government of Himachal Pradesh)

AND

The Planet Education Society

For Implementation of National Skill Qualification Framework (NSQF) aligned Short-Term, Long-Term and Recognition of Prior Learning (RPL) Trainings etc. under various Centrally Sponsored / State Sponsored / Self-Financed Schemes in the State of Himachal Pradesh.

This **CONTRACT** (hereinafter referred to as the “**Agreement**”) is made on this 17th day of February, 2026 at Sundernagar, Mandi, Himachal Pradesh.

BY AND BETWEEN

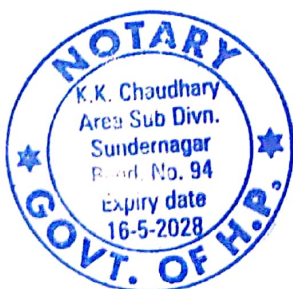
Himachal Pradesh Kaushal Vikas Nigam (HPKVN), registered as a Company limited by Shares under Section-7(2) of the Companies Act 2013 and rule 8 of the Companies (Incorporation) Rules, 2014 vide Registration No. **U74999HP2015NPL001036** on **14th September, 2015** with its current registered office at Directorate of Technical Education, Vocational & Industrial Training, Sundernagar, Mandi, Himachal Pradesh-175018 represented through **Sh. Akshey Sood, HPAS, Managing Director** and authorized signatory hereinafter referred as “**First Party**” which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns of the first part.

AND

M/s The Planet Education Society, having its registered office at **NH-07, Shamsherpur, Paonta Sahib Distt. Sirmaur Himachal Pradesh 173025** represented by its **President, Shri/Smt./Ms Dr. Anil Kumar Sharma** empanelled for implementation of National Skill Qualification Framework (NSQF) aligned Short-Term, Long-Term and Recognition of Prior Learning (RPL) Trainings etc. under various Centrally Sponsored / State Sponsored / Self-Financed Schemes in the State of Himachal Pradesh (hereinafter referred to as the Training Service Provider (TSP) / Program Implementing Agency (PIA) “**THE SECOND PARTY**” which expression shall, unless repugnant to the context or meaning therein included its executors, successors, assigns, representatives or nominees) of the second part.

THE FIRST PARTY and **THE SECOND PARTY** are hereinafter individually referred to as the party and collectively referred as the Parties under this agreement.

WHEREAS, Himachal Pradesh Kaushal Vikas Nigam (HPKVN) State Skill Development Mission for Himachal Pradesh is an Apex Body for matters relating to skill development activities of the state both in public and private sector efforts, established with the mandate to produce skill development and livelihood avenues of the states’ youth.



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Sundernagar

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It facilitates short-term and long term Skill Development trainings in response to the State Skill Gaps. The objective is to provide assured employment / employability and amplify entrepreneurship opportunities in the state. The Apex Body also works towards improving employability, creating skilled manpower, generating productive assets and stimulating rural economy. Upholding dignity of labour, HPKVN focuses on meaningful employment that can make a positive impact on Himachal Pradesh socioeconomic status. The core idea is to help the populace reap the benefits of an economic boom through skill development.

And Whereas the Training Service Provider (TSP) / Program Implementing Agency (PIA) provides skill-based trainings and has been empaneled (sector-wise) through a transparent process of onboarding for the implementation of National Skills Qualification Framework (NSQF) aligned Trainings against various ongoing / upcoming training schemes under State Empanelment for achieving the objective in consonance with the schemes.

And Whereas the Expression of Interest (EoI) No. HPKVN/1(919)/2025 was published by the Himachal Pradesh Kaushal Vikas Nigam (HPKVN) for Sector-wise empanelment of the eligible Training Service Providers (TSP's) / Program Implementing Agencies (PIA's) against the pre-determined sectors implementation of National Skill Qualification Framework (NSQF) aligned Short-Term, Long-Term and Recognition of Prior Learning (RPL) Trainings etc. under various Centrally Sponsored / State Sponsored / Self-Financed Schemes in the State of Himachal Pradesh for fulfillment of the objective of the ongoing and up-coming scheme and in continuation of the said Expression of Interest (EoI), the respective Training Service Provider (TSP) / Program Implementing Agency (PIA) has applied for imparting skill-based training to the youth and employment / employability thereof under the provisions of the schemes. Himachal Pradesh Kaushal Vikas Nigam (HPKVN) has empaneled the TSP/PIA based on the pre-determined eligibility criteria set forth in the Expression of Interest (EoI) for achieving the purpose of the scheme. The scope of work and other responsibilities of the TSP/PIA as described in the issued Expression of Interest (EoI) are unconditionally acceptable to the TSP/PIA and further it is hereby agreed that the Expression of Interest (EoI) shall be deemed as an integral part of this Agreement. The clauses of the Expression of Interest (EoI) shall be acceptable, unless they are superseded by the terms of this Agreement or the Cost or Process Norms etc.

And Whereas the Training Service Provider (TSP) / Program Implementing Agency (PIA) has been empaneled for imparting skill-based trainings under State Empanelment in the following sectors:

- 1) Healthcare
- 2) IT-ITeS
- 3) Tourism & Hospitality
- 4) Management
- 5) Plumbing

The Training Service Provider (TSP) / Program Implementing Agency (PIA) empaneled for imparting skill-based trainings as per the norms/guidelines of the scheme subject to the fulfillment of the terms and conditions of this Agreement. The Training Service Provider (TSP) / Program Implementing Agencies (PIA's) shall furnish a Performance Security Deposit (PSD) of amounting to **Rupees 5,00,000/- only (Rupees Five Lakh only) or 10% (percent)** of the work/target awarded whichever is lesser of the total awarded work against each scheme/project at the time of allocation of the Sanction/Target Allocation in the form of Bank Demand Draft in favor of Managing Director, Himachal Pradesh Kaushal Vikas Nigam (HPKVN) payable at Sundernagar, Mandi, Himachal Pradesh drawn on any scheduled commercial bank.

NOW THIS AGREEMENT is entered by and between the parties hereto for imparting NSQF aligned employment / employability oriented skill-based trainings to the youth of Himachal Pradesh on the terms, conditions and stipulations as set forth hereunder:

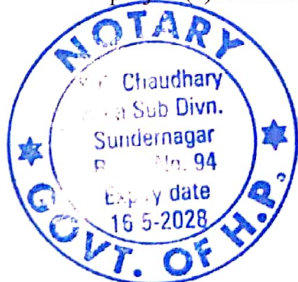
1) That the contract shall come into force and effect on the date 17th February, 2026 of the signing of the



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- 2) That the TSP/PIA shall initiate the work not later than 15 working days from the date of receipt of the sanction/target allocation letter.
- 3) The TSP/PIA shall employ qualified and experienced Personnel / Domain Trainers having met the minimum qualification and experience parameters specified by the respective Sector Skill Councils (SSC's) for their respective Qualification Packs (QP's). The Personnel / Domain Trainers should mandatorily be ToT certified by the Sector Skill Council (SSC's) under this scheme.
- 4) The TSP/PIA shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with the generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, material and methods.
- 5) The TSP/PIA shall always act, in respect of any matter relating to this Contract or to the Services to HPKVN, and shall at all-time support and safeguard the HPKVN's legitimate interests in any dealings with the third parties.
- 6) That the TSP/PIA shall hold the HPKVN's interests paramount without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the TSP/PIA shall promptly disclose the same to HPKVN and seek its instructions.
- 7) That except with the prior written consent of HPKVN, the TSP/PIA and the Personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the TSP/PIA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 8) That the TSP/PIA shall periodically permit during the continuation of this contract , the HPKVN or its designated representatives, to inspect the accounts and records and make copies thereof as well as to have them audited by HPKVN if so required by the HPKVN itself or as the case may be.
- 9) The TSP/PIA shall not receive any income in connection with the engagement except as provided for in the Contract Agreement unless specifically authorized by HPKVN/Authority. The TSP/PIA shall not engage in training activities that conflict with the interest of HPKVN under the Agreement.
- 10) The TSP/PIA shall not hold any other trainings or related activities in the infrastructure/premises arranged for implementation of trainings against any project / schemes awarded / allocated by Himachal Pradesh Kaushal Vikas Nigam (HPKVN) under State Empanelment.
- 11) The TSP/PIA shall not try to influence the third party assessment in any way whatsoever, and shall duly inform HPKVN in advance in case an assigned Assessor had a prior beneficial relationship with the TSP/PIA.
- 12) The TSP/PIA shall not operate the training centers via a franchisee arrangement.
- 13) HPKVN shall extend support for the training on a best effort basis and timely monitor and evaluate the TSP/PIA Performance.
- 14) The Himachal Pradesh Kaushal Vikas Nigam (HPKVN) shall effect payments to the Training Service Provider (TSP)/Program Implementing Agency (PIA) against pre-defined milestones solely upon satisfactory completion of all requisite verifications of the submitted bills/invoices. Payments due from HPKVN shall be processed in accordance with the procedures prescribed/payment milestones laid down for the payment of training costs under the tranches of the Common Cost Norms (CCN) as notified from time to time by the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India, or for any other payments as applicable. The payments not governed by the aforesaid Common Cost Norms (CCN) of the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India shall adhere strictly to the milestones specified under the relevant project(s)/scheme(s).



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- 15) HPKVN shall disburse the payments against the pre-defined milestones after all due verifications have been done for the submitted bill/invoices. The payment due on the part of HPKVN shall be made majorly on the basis of the procedures prescribed for payment of training cost in accordance with the tranches of Common Cost Norms (CCN) notified by the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India time to time or any other payment. However, the payment norms not associated with the Common Cost Norms (CCN) of Ministry of Skill Development & Entrepreneurship (MSDE) shall be in accordance with the milestones laid down against the concerned / respective scheme/s.
- 16) HPKVN may also sanction an order against the TSP/PIA, including declaring the TSP/PIA ineligible either indefinitely or for a stated period of time, if it at any time it is determined that the TSP/PIA has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing HPKVN's Central or State Sponsored Training Projects / Schemes.
- 17) HPKVN can modify the terms and conditions of this contract agreement. Any modification or variation of the terms and conditions of this Contract Agreement not covered under the contract, including any modification or variation of the scope of services, may only be made by written agreement between the parties.
- 18) The quality of performance related to the services, is the essence of the contract and in the event of failure to perform as per the terms and conditions of the contract and to the satisfaction of HPKVN; the Nigam shall be free to take suitable decisions with respect to the continuance of the contract.

1) Objectives of the State Empanelment

The following are some of the potential project objectives for skilling, re-skilling, up-skilling, cross skilling programmes and its anticipated potential impact on the local communities:

- Enhancing the employability prospects of participants by providing them with specific skills and knowledge relevant to current job market and industry demands.
- Improve the stakeholders/participants' proficiency in targeted skills identified as essential for their chosen industries or sectors.
- Facilitating job placement opportunities for a certain percentage of program participants within a specified timeframe.
- Entrepreneurship Development: Equip participants with the skills and knowledge necessary to start and manage their own businesses or entrepreneurial ventures.
- Enhancing Digital Literacy among participants and enabling them to use technology for communication, information access and online collaboration.
- Contribute to an increase in participants' income levels by providing them with skills that lead to better-paying job opportunities or entrepreneurial success.
- Promote gender inclusivity by ensuring equal participation and benefits for both men and women in the skilling/up-skilling program.
- Empower individuals within the community to take an active role in their own development, fostering a sense of ownership and sustainability.
- Certification and Recognition i.e. providing participants with recognized certifications upon program completion, increasing their credibility in the job market.
- Special focus on priority enrolment of females, single women, SC's, ST's, BPL's, OBC's, People with special abilities and other marginalised sections of the society.
- Enable and mobilize a large number of youth to take up industry designed quality skill training, become employable and earn their livelihood.
- Increase productivity of the existing workforce, and align skill training with the actual need of the state.
- Encourage standardization of the certification process and put in place the foundation for creating a registry of skills.



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2) Contract Documents

- a) The Expression of Interest (EoI) published by Himachal Pradesh Kaushal Vikas Nigam (HPKVN) for sector-wise empanelment of the eligible Training Service Providers (TSP's) / Program Implementing Agencies (PIA's) for implementation of National Skill Qualification Framework (NSQF) aligned Short-Term, Long-Term and Recognition of Prior Learning (RPL) Trainings etc. under various Centrally Sponsored / State Sponsored / Self-Financed Schemes in the State of Himachal Pradesh
- b) The Guidelines for Accreditation, Affiliation and Continuous Monitoring of Training Centers for the Skill Ecosystem as applicable.
- c) The Guidelines for Branding and Communications and Social Media as applicable.
- d) The Process and Procedures for Aadhaar Enabled Biometric Attendance System onboarding etc.
- e) The Common Cost Norms (CCN) notified by the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India (GoI) and its subsequent amendments issued time to time or any other applicable payment milestones not governed by the Common Cost Norms (CCN) of MSDE, GoI shall adhere strictly to the milestones specified under the relevant project(s)/scheme(s).

3) Purpose of Agreement

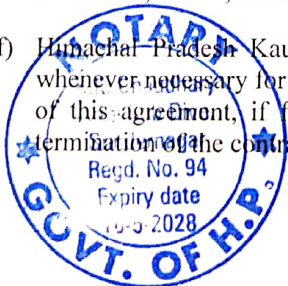
- a) This Agreement establishes a framework for execution of Project(s)/Scheme(s) between parties under the State Empanelment of Himachal Pradesh Kaushal Vikas Nigam (HPKVN). It sets out the role and responsibilities of each of the parties for achievement of common objectives of the scheme.
- b) Both parties hereby affirm that they shall work towards the implementation of the project in letter and spirit, and with highest professional ethics.

4) General Terms and Conditions

- a) Himachal Pradesh Kaushal Vikas Nigam (HPKVN) will be implementing the National Skills Qualification Framework (NSQF) aligned trainings and related activities in accordance with the State Sponsored / Centrally Sponsored / Self-Financed Projects / Schemes, all the necessary Guidelines/Rules/Terms and Conditions/Circulars/Orders will be issued by the Government of India and Himachal Pradesh Kaushal Vikas Nigam (HPKVN) time to time. All such Guidelines/Rules/Terms and Conditions/Circulars/Orders shall be applicable as and when issued.

In case, there is any issue of interpretation or conflict, the decision of Himachal Pradesh Kaushal Vikas Nigam (HPKVN) shall be final and binding on the Training Service Providers (TSP's) / Program Implementing Agencies (PIA's).

- b) The Training Service Provider (TSP) / Program Implementing Agency (PIA) hereby declares that it has not been blacklisted to conduct any skill training and related programs either by Central / State Government or their Agencies.
- c) The Training Service Provider (TSP) / Program Implementing Agency (PIA) shall disclose the facts about the training programs conducted under Central / State Schemes or under NSDC / HPKVN.
- d) The Training Service Provider (TSP)/Program Implementing Agency (PIA) shall run the program directly and any kind of subletting and subcontracting or franchisee arrangements for the implementation of the training is strictly prohibited under any circumstances.
- e) At any cost the Training Service Provider (TSP) / Program Implementing Agency (PIA) shall not collect any amount from the beneficiaries / candidates in the form of application fee, registration fee, exam fee, course fee, kit fee, material fee, refundable/non-refundable security fee etc. during the period of training.
- f) Himachal Pradesh Kaushal Vikas Nigam (HPKVN) has the power to inspect the Training Centers whenever necessary for verifying the implementation of the training program. Any malpractices or breach of this agreement, if found, shall lead to forfeiture of the Performance Bank Guarantee as well as termination of the contract agreement.



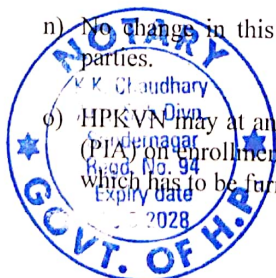
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 Notary Public
 Sunder Nagar

5) Responsibilities of the Parties to the Agreement**I. Responsibilities of Himachal Pradesh Kaushal Vikas Nigam (HPKVN), State Skill Development Mission, Government of Himachal Pradesh.**

Himachal Pradesh Kaushal Vikas Nigam (HPKVN) has primary role in monitoring of the training and related activities under State Empanelment irrespective of the projects/schemes. HPKVN shall ensure inter-alia, the following:

- a) Will discharge its responsibilities through facilitation, timely support and timely review of progress of the project.
- b) Training target allocation and release of the project cost in accordance with the payment milestones set forth in the concerned projects/schemes guidelines.
- c) Regular monitoring of performance and outputs as specified in the guidelines and related procedures of the concerned projects/schemes.
- d) Facilitate information dissemination, exchange, analysis of trends and feedback into management and monitoring of the projects/schemes.
- e) Undertake regular concurrent monitoring of the projects/schemes being undertaken by the Training Service Provider (TSP) / Program Implementing Agency (PIA), through field visits and MIS Review, to continuously assess the performance of TSP/PIA for inputs of all stakeholders and for timely course correction.
- f) Himachal Pradesh Kaushal Vikas Nigam (HPKVN) as Implementing Agency (IA) shall ensure end to end coordination with Ministry of Skill Development & Entrepreneurship (MSDE), Government of India (GoI), National Skills Development Corporation (NSDC), Sector Skill Councils (SSC), National Council for Vocational Education & Training (NCVET), concerned Ministries / Departments and empaneled Training Service Providers (TSP's) / Program Implementing Agencies (PIA's).
- g) As Implementation Agency (IA), HPKVN will provide guidance support for setting up of Training Centers (Residential / Non-Residential) as per the requirements and also ensure to monitor the conduct of the training being run by the Second Party.
- h) Support to conduct counseling sessions of the shortlisted beneficiaries / candidates as and when required.
- i) HPKVN will provide approval for each batch to the Training Service Provider (TSP) / Program Implementing Agency (PIA) before initiation of each training batch.
- j) Carry out Surprise Physical Inspections of the Residential / Non-Residential Training Center(s) being setup by the Second Party individually as and when required during the training implementation phase.
- k) Payouts to the Second Party as per the payment milestones laid down / notified as per Common Cost Norms (CCN) of the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India and subsequent revisions time to time or any other project(s)/scheme(s).
- l) Review and address the grievances raised by the candidate/beneficiaries, domain/other staff deployed at Training Centers as per the Grievance Redressal Mechanism of the Nigam.
- m) HPKVN as Implementing Agency (IA) shall have the right to recover the disbursed amount and withhold any further disbursement.
- n) No change in this agreement can be made without written consent and duly signed by both the parties.

- o) HPKVN may at any time ask the Training Service Provider (TSP) / Program Implementing Agency (PIA) on enrollment data of the candidates/beneficiaries, assessment results or any other information which has to be furnished by the TSP/PIA time to time.

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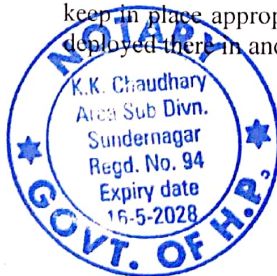
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Notary Public
Sunder Nagar (H.P.)

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Sunder Nagar (H.P.)

II. Responsibilities of empaneled Training Service Provider (TSP) / Program Implementing Agency (PIA)

The Training Service Provider (TSP) / Program Implementing Agency (PIA) shall ensure inter-alia the following:

- a) The Training Service Provider (TSP) / Program Implementing Agency (PIA) shall be fully and directly responsible for achieving the physical targets (as per the sector-wise training targets allocated by HPKVN time to time) and corresponding financial targets of the project in full compliance with the concerned project / scheme guidelines and the target allocation proceedings / sanction/work orders issued by HPKVN.
- b) The empaneled Training Service Provider (TSP)/Program Implementing Agency (PIA) shall conduct trainings in accordance with the trainings sanctioned to HPKVN under various State Sponsored / Centrally Sponsored / Self-Financed projects/schemes.
- c) The Training Service Provider (TSP) / Program Implementing Agency (PIA) shall comply with all terms and conditions, in addition to the norms as specified under the guidelines of the concerned projects/schemes, (and any additional requirements arising out of revisions in the Guidelines thereto as may be mutually agreed upon).
- d) The Training Service Provider (TSP) / Program Implementing Agency (PIA) shall implement and integrate modules of Generation India Foundation (GIF) in addition to the existing sectors / job roles allocated / awarded for implementation of the training and related activities in mutual agreement.
- e) The TSP/PIA shall promptly inform the other party of any changes or any modifications in its constitution that affects its legal nature and the objectives under this agreement. Such information shall be communicated in writing to the other party of this agreement within 7 working days of such modification(s).
- f) The TSP/PIA shall register in the HPKVN MIS Portal, SMART / SKILL INDIA DIGITAL (SID) Portal and get accredited and affiliated in the portal wherever mandatorily applicable.
- g) The TSP/PIA shall adhere to the National Skills Qualification Framework (NSQF) aligned curriculum involving theory, practical and course material.
- h) The TSP/PIA shall mandatorily upload the details of Training Partner, Training Center, Targets allocated and detail of training batches in the designated Skill India Digital (SID) Portal and HPKVN MIS Portal with the fields specified.
- i) The TSP/PIA shall ensure that the beneficiaries / candidates has an Aadhaar ID during the enrollment process and shall also ensure recording of beneficiaries / candidates and trainer's attendance via Aadhaar Enabled Biometric Attendance System (ABEAS) for the center throughout the duration of course by obtaining the consent as per following parameters:
 - 1) Consent Letter of Parents to be obtained mandatorily during the mobilization of candidates/beneficiaries for the candidates following under the Age from 15 to 18.
 - 2) Consent Letter to be obtained mandatorily during the mobilization of candidates / beneficiaries following the age more than 18.
- j) The TSP/PIA shall ensure the enrollment of beneficiaries / candidates as per the age and qualifications prescribed by National Skill Qualification Framework (NSQF) for the particular job role.
- k) The TSP/PIA shall ensure uninterrupted power supply for the conduct of trainings and will have to keep in place appropriate safety measures for the safety of the beneficiaries / candidates, personnel deployed therein and of the available infrastructure at their own cost and risks.



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- l) The TSP/PIA shall send the batch wise details of attendances, invoices and beneficiaries / candidates details to HPKVN after enrollment / completion of the training and certification of each batch, to claim each tranche of amount in accordance with the payment milestones laid down in the Common Cost Norms notified by the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India time to time
- m) The TSP/PIA to mandatorily ensure the uploading the data/details of the candidates / beneficiaries on HPKVN MIS Portal as well after enrollment / completion of the training and certification of each batch, to claim each tranche of amount in accordance with the payment milestones laid down in the Common Cost Norms notified by the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India time to time.
- n) The TSP/PIA shall ensure that the training shall be provided to any beneficiaries / candidate (preferably of Himachal Domicile) who may be an unemployed youth or school / college dropouts. The candidate shall possess as Aadhaar Card and a Bank Account.
- o) It is the responsibility of TSP/PIA to coordinate with the assigned assessment body, provide all facilities for the conduct of smooth assessment and timely distribution of certificates of all passed / certified students as per the guidelines.
- p) The TSP/PIA should also closely monitor the emails, messages from SKILL INDIA DIGITAL (SID) / HPKVN Team regarding the information / intimation of assessment / reassessment module in SID and conduct the assessment or reassessment of failed candidates within the stipulated time.
- q) The TSP/PIA shall undertake focused awareness generation activities for candidate who may include amongst others – display of posters / banners branding of the training centers with collaterals of promotional activities in accordance with the applicable guidelines. The course material and tool kits provided to the participants will also be branded as per the guidelines. The Training Service Providers shall also promote activities at training centres on various social media platforms.
- r) The minimum and maximum batch size of training batch should be in accordance with the applicable guidelines.
- s) In case of the Residential Training, the Residential Training Centers to be set-up by the TSP/PIA should adhering to the Accreditation and Affiliation Training Centre Norms as specified under the centre accreditation & affiliation process under the Skill India Digital (SID) Portal.
- t) The TSP/PIA should ensure safety and security of all the candidates/ beneficiaries (trainees) during the entire training program during Training Hours (Theoretical and Practical Classes, On the Job Training) and Hostel or Residential Premises.

6) Payout Mechanism (Payment Milestones)

- a) HPKVN shall provide payouts to the TSP's/PIA's in alignment with the Common Cost Norms (CCN) notified by the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India (GoI) and its subsequent amendments issued time to time or any other applicable payment milestones not governed by the Common Cost Norms (CCN) of MSDE, GoI, the payouts shall adhere strictly to the milestones specified under the relevant project(s)/scheme(s).
- b) There will be adjusted payments for the candidates who drop out post disbursal of the first tranche. The amount disbursed to the TSP/PIA against a dropped or failed candidates in the first tranche shall be adjusted in the subsequent tranches. Any excessive payment shall be adjusted and released or recovered from the TSP/PIA.
- c) Himachal Pradesh Kaushal Vikas Nigam (HPKVN) may suspend all the payments to the Second Party if the Second Party fails to perform any or all of its obligations under this agreement. However, HPKVN shall take this action only after giving a due notice to the Second Party specifying the nature of non-performance of Second Party, and providing due opportunity to the Second Party to remedy such failure within a reasonable period as may be specified in the notice.



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Sunder Nagar (HP)

7) Performance Security Deposit (PSD)

The Training Service Provider (TSP) / Program Implementing Agency (PIA) shall furnish Performance Security Deposit (PSD) of amounting to INR 5,00,000/- only (Rupees Five Lakh only) or 10% (percent) of the total awarded work whichever is lesser of the total awarded work against each project / scheme in the Shape of Bank Demand Draft to Himachal Pradesh Kaushal Vikas Nigam. The Performance Security Deposit shall be forfeited by HPKVN in the event of breach of contract by the TSP/PIA.

However, the conditions/cases for the forfeiture of the full amount of Performance Security Deposit (PSD) are detailed hereunder:

- If the TSP/PIA is de-empaneled for any reasons as prescribed in the conditions of the agreement.
- If the TSP/PIA does not commence work within 45 days from the date of signing of Agreement or allocation/sanction letter of training targets.
- If the TSP/PIA fails to start training atleast 50% of targeted centers within 60 days of receipt of sanction letter.
- If the TSP/PIA fails to start training in 50% of sectors of the allocated targets (rounded off to nearest decimal point) within 60 days of receipt of sanction letter.
- If the contract is terminated for default or insolvency.
- Any other case, if HPKVN so decides.

8) Communication

- All notices and communication under this agreement shall be addressed to the following representatives of the parties as detailed below:
 - The Managing Director, Himachal Pradesh Kaushal Vikas Nigam (HPKVN), Directorate of Technical Education, Vocational & Industrial Training, Sundernagar, Mandi, Himachal Pradesh-175018. Phone No.-1907-266120. Email:- hpkvnshimla@gmail.com
 - Dr. Anil Kumar Sharma, President The Planet Education Society, Corp. Office: 181/8, Kaushal Bhawan, Paonta- Bangran Road, Paonta Sahib Distt Sirmaur Himachal Pradesh 173025. Mob No.- 7018759281 Email:- tpsdm2018@gmail.com,
 - Formal communications shall include communication by official email as well.
 - Any communications that may require deviation from this agreement or guidelines (as amended from time to time) and related order and procedures shall be permitted only with written approval of Ministry of Skill Development and Entrepreneurship (MSDE), Government of India (GoI) or recommendations of the notified committee of HPKVN.

9) Reporting Mechanism

- TSP/PIA shall adhere to the monitoring and reporting norms and regulation of Himachal Pradesh Kaushal Vikas Nigam (HPKVN).
- TSP/PIA shall ensure update on enrollment, training, assessment, certification etc. and any other aspects of the training on Skill India Digital (SID) Portal and HPKVN (Interim) MIS Portal.
- TSP/PIA shall submit a Monthly Progress Report providing a quantitative and qualitative analysis of the activities undertaken. The report shall also include high resolution pictures along with short video clips of the activities undertaken at all training centers.
- At the end of the program, a comprehensive program completion report should be submitted to the First Party highlighting the process followed; outcome achieved best practices, challenges faced and success stories. The report shall be shared in hard copy as well as in the digital format.

10) Schedule of Deliverables

The following reports must be delivered as per the timeline mentioned below:

S.N	Deliverable	Submission
01	Progress Report	Monthly
02	Batch Completion Report	15 days after completion of batch
03	Mid Term Progress Report	30 days after completion of half duration of program
04	Program completion Report	15 days after completion of all batches

11) Confidentiality

Both parties acknowledge the confidentiality of information that may be exchanged between the parties from time to time, under this agreement. Both parties agree not to disclose the same to any outside party, unless such information is:

- i). Part of public domain at the time of disclosure or
- ii). Require to be disclosed in accordance with the applicable laws of the country.

12) Settlement of Disputes and Arbitration and Applicable Laws

- a) The parties hereby agree that any dispute arising in connection with this agreement shall first be addressed mutually by the parties.
- b) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be resolved through arbitration by a sole Arbitrator i.e. Administrative Secretary to the Government of Himachal Pradesh, whose decision shall be final and binding on both the parties.

13) Fraud & Corruption

It is HPKVN policy to require that the Nigam as well as TSP/PIA should observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, for the purpose of this provision, the terms are set forth herein below:-

- a) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of a contract.

Neither HPKVN nor the TSP/PIA shall engage in any corrupt, fraudulent, coercive or restrictive practices during the term of the Contract or any extension thereof.

14) Force Majeure

No failure or omission by any of the parties to perform any of the terms and conditions under this agreement shall give rise to any claim against such party or be deemed breach of this agreement if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightning, flood or such similar disasters), or any other reason which lies outside the control of the Parties.

a) Definition:-

- i). For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- ii). Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

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K. K. Chaudhary
N. J. Puri
Sunder Nagar (HP)

iii). Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

iv). HPKVN will decide the eventuality of Force Majeure which will be binding on both the parties.

b) No Breach of Agreement :-

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c) Measures to be taken :-

- i). A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- ii). A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii). The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d) Extension of Time :-

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

e) Consultation :-

Not later than thirty (30) days after the TSP/PIA has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

14) Period of Empanelment and Validity of the Agreement

- a) This agreement shall come into force on 17th February, 2026 and shall be valid initially for 02 years, extendable on year to year basis upto maximum duration of 05 years based on the performance and mutual consent of both parties. The terms and conditions of this agreement are applicable for further target allocation by HPKVN. The allocation of further targets shall be intimated through the recommendations of the notified committee and proceedings of Managing Director, HPKVN time to time.

15) Debarment of Training Service Provider (TSP)/Program Implementing Agency (PIA)

- a) Where the TSP/PIA has been given a notice by HPKVN or third party associated to remedy the failure in performance, HPKVN may debar the TSP/PIA from applying for a fresh project in future if the TSP/PIA does not remedy the failure in performance under this agreement within the period specified in the said notice.
- b) However, HPKVN shall take action for debarment only after giving a due notice to the TSP/PIA specifying the nature of non -performance of the TSP/PIA with an opportunity to remedy such failure within a reasonable period as maybe specified in the notice ,and after giving the TSP/PIA an opportunity to be heard.



ATTESTED
K.K. C. [Signature]
Notary Public
Sunder Nagar (HP)

[Signature]
Stamp

16) Suspension:

HPKVN may, by written notice of suspension to the TSP/PIA, without any obligation (financial or otherwise) suspend all the payments to the TSP/PIA hereunder if the TSP/PIA shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension:

- a) Shall specify the nature of the breach or failure, and
- b) Shall provide an opportunity to the TSP/PIA to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the TSP/PIA of such notice of suspension. The above action will be taken by HPKVN.

17) Termination**a) Termination for Default:-**

HPKVN may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the TSP/PIA, terminate the Agreement, in the following cases:

- i). If it is discovered at any stage that the TSP/PIA has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
- ii). If the TSP/PIA, in the judgment of the HPKVN, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.
- iii). If the TSP/PIA commits breach of any condition of the Agreement.
- iv). If the TSP/PIA is de-empaneled at any stage during the course of the Agreement.
- v). The TSP/PIA fails to comply with any final decision reached as a result of arbitration proceedings;
- vi). The TSP/PIA fails to comply to the decisions of Himachal Pradesh Kaushal Vikas Nigam (HPKVN);
- vii). The TSP/PIA submits to HPKVN a statement which has a material effect on the rights, obligations or interests of HPKVN and which the TSP/PIA knows to be false.

b) Termination for Insolvency:-

HPKVN may at any time terminate the Agreement by giving a written notice of at least 30 days to the TSP/PIA, if the TSP/PIA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the TSP/PIA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to HPKVN.

b) Termination for Convenience:-

HPKVN, by a written notice of at least 30 days sent to the TSP/PIA, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for HPKVN's convenience, the extent to which performance of the TSP/PIA under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the TSP/PIA may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement, if any, due to such termination.

d) Limitation of Liability:-

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The TSP/PIA shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

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K. K. Chaudhary
Notary Public
Sunder Nagar (HP)

e) Payment upon Termination:-

Upon termination of the Agreement, no payment shall be made by HPKVN to the TSP/PIA.

f) Cessation of Rights and Obligations and Services:-

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- i). Such rights and obligations as may have accrued on the date of termination or expiration,
- ii). The obligation of confidentiality set forth in Expression of Interest (EoI),
- iii). The TSP/PIA obligation to permit inspection, copying and auditing of its accounts and records by HPKVN.

Upon termination of this Agreement by notice of either Party to the other Party, the TSP/PIA shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

g) Himachal Pradesh Kaushal Vikas Nigam (HPKVN) may terminate the agreement with the prior recommendations of the notified committee by giving 30 days' notice to the TSP/PIA in case, the Training Service Provider (TSP) / Program Implementing Agency (PIA):

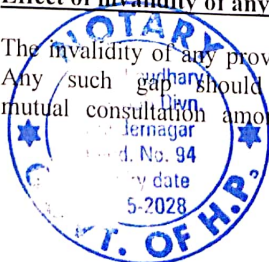
- i). Becomes insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws of the country.
 - ii). Does not remedy a failure as pointed out by HPKVN within a specified period of notice issued by HPKVN.
 - iii). Is found to be involved in misrepresentation / falsification of records / data / details concerning the project, or found to be involved in fraud or malpractices in the project.
 - iv). Is found to be subletting or sub-contracting or franchisee arrangement for the implementation of trainings.
 - v). That in the event of any non-compliance of the guidelines and / or if any of the information and / or documents furnished by the TSP/PIA are found to be incorrect and / or misleading and / or mismatching with the data uploaded in the Skill India Digital (SID) Portal.
- h) However, HPKVN shall take action for termination of agreement only after giving a due notice to the TSP/PIA specifying the reasons for termination with an opportunity to reply within the reasonable period specified in the notice, and after giving the TSP/PIA an opportunity to be heard.**
- i) In the event of termination of the project the TSP/PIA shall fully or collaboratively cooperate with HPKVN to ensure smooth exit in respect of the project including submission of all requisite documents and information (digital or hard copies).**

18) Recovery of dues under the Agreement

In case of any failure by the TSP/PIA to refund money in cases where a recovery of dues has been ordered by HPKVN, the same shall attract action through the State Government under Public Money Recovery Act of the State Government/UT concerned or Revenue Recovery Act, 1890 or any other legal provision of the State Government/UT concerned. This does not preclude HPKVN or State Government to take any other penal action as applicable under extant laws of the country.

19) Effect of invalidity of any clause of Agreement on validity of Agreement

The invalidity of any provision of this Agreement shall not invalidate other provisions or the Agreement. Any such gap should be duly modified through amendment to the Agreement in writing, with mutual consultation among all the parties.

**ATTESTED**

K. K. Chaudhary
Notary Public
Sunder Nagar

20) Modification of Agreement

- a) Any provision of this Agreement may be amended or modified at any time by mutual consent between the parties. However, such amended/modification in the Agreement shall be undertaken only with prior written recommendations of notified committee and approval of HPKVN and communicated duly to all the Parties.
- b) All amendment/modification in the Agreement shall have to be in writing, duly signed with seal by all the parties concerned, as an Addendum to the Agreement.

21) Settlement, Dispute Resolution and Jurisdiction

- a) If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, all the parties shall attempt within a period of 30 days after receipt of notice by the other party/ parties of the existence of a dispute(s) to settle such dispute(s) in the first instance by mutual discussions between the parties.
- b) If the dispute(s) cannot be settled by mutual discussion within 30 days as provided herein, any dispute(s), difference of opinion or disagreement arise between the Parties hereto or their respective representatives or assignees at any time, in connection with construction, meaning, operation, effect, interpretation of the Agreement or breach thereof, the same shall be decided by the Administrative Department (AD), Government of Himachal Pradesh of the First Party.
- c) In case, any party/ parties is/ are dissatisfied with the decision of the Administrative Department (AD), Government of Himachal Pradesh of the First Party, the Department of Technical Education, Himachal Pradesh the arbitration proceedings may be initiated. Arbitral Tribunal shall consist of a sole arbitrator who shall be appointed by the Parties with mutual consent.
- d) In case there is no consensus on the nomination of the sole Arbitrator, within 30 days from the date of notice invoking this clause by any Party/ Parties to the other Party/ Parties, and Party/ Parties may approach the Hon'ble Court under Shimla jurisdiction, for constitution of the Arbitral Tribunal in accordance with the Arbitration and Conciliation Act, 1996. The fee of Arbitrator, costs and other incidental expenses to the Arbitration proceedings shall be borne equally by the Party/ Parties nominating the Arbitrator. This clause as aforesaid is subject to the provision of the Arbitration & Conciliation Act, 1996 and any statutory modifications or re-enactment, in lieu thereof, shall supply to the arbitration proceeding(s) under this clause.
- e) All disputes arising under or in relation to any matter herein shall be subject to the Jurisdiction of Courts of Shimla, Himachal Pradesh.

22) Grievance Redressal

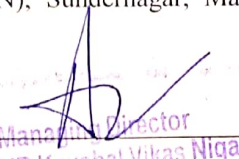
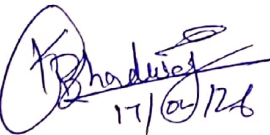
- a) The Second Party i.e. TSP/PIA shall create/develop an internal committee for managing trainees' grievances.
- b) Any grievances of the TSP/PIA or enrolled candidates/beneficiaries that are not solved by the internal committee of the Training Service Provider (TSP) may be brought to the notice of the First Party i.e. HPKVN for necessary review and intervention.
- c) In case of serious complaints and violations; **The First Party i.e. HPKVN** at its own discretion may terminate the Contract Agreement at any given point of time.

23) Miscellaneous

- a) Any other matter not, included in this Contract Agreement, which is necessary for the smooth functioning of the Programme shall be finalized by all the parties on mutual terms and conditions.
- b) No change can be made to this Contract Agreement without written consent and duly signed by all the Parties. Additions, deletions and/or alterations to this Agreement may be effected with the written agreement of all the parties to this Programme concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addendum to this Contract Agreement and be deemed to be part of this Agreement.

- c) Through this Contract Agreement, **both the parties** affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this Contract Agreement.
- d) Each Party undertakes to carry out this "Contract Agreement" in good faith and to respect spirit as well as the letter of its provisions.
- e) Disclaimer of Agency: This "Contract Agreement" shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this "Agreement" or in the performance by the parties hereto of their respective obligations/responsibilities shall be construed so as to create any partnership or association of persons. All Three Parties hereto shall act on a Principal to Principal concept.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this contract agreement on the date first above written.

For and on behalf of Himachal Pradesh Kaushal Vikas Nigam (HPKVN), Sundernagar, Mandi, Himachal Pradesh (The First Party)	For and on behalf of The Planet Education Society, Paonta Sahib, Distt. Simaur, Himachal Pradesh (The Second Party)
 Managing Director HP Kaushal Vikas Nigam Directorate of Technical Education Sundernagar, Distt. Mandi (H.P.)	 Dr. Anil Kumar Sharma President The Planet Education Society
Date 17/02/2026	Date 17/02/2026
Witness Kapi L Bhardwaj Sign  17/02/26	Witness Ankush Kumar Sharma Vill - Karkhi, Teh - Ghureedin, Bilaspur, HP Sign  Vid (2153 68093641)



ATTESTED
K K. Chaudhary
Notary
Sunder Nagar (HP)