



Kalam Academy of Skill Development and Training ISLAMIC UNIVERSITY OF SCIENCE AND TECHNOLOGY

Subject: Expression of interest for providing service for implementation of PMKVY 4.0 Jobroles

This is for the information of registered suppliers/service providers that the office of the KAST is in need of supply of the service for effective implementation of PMKVY 4.0 Jobroles with SLA attached herewith. It may be noted that the service shall be provided for the following job roles

List of Job roles to be implemented

S. No.	Name of the Sector	Name of the Job Role	Target	Notional Hours	OJT	Total Duration
1	IT-ITeS SSC NASSCOM	Cyber Security Assistant	30	270	30	300
2	IT-ITeS SSC NASSCOM	IT Helpdesk Attendant	30	300	60	360
3	IT-ITeS SSC NASSCOM	Junior Software Developer	30	360	60	420
4	Media & Entertainment Skills Council	Still Photographer (Digital)	30	450	60	510

The job roles listed at S.No 1. & S. No 4. is subjected to the approval from competent authority and the service in these shall be required only once they are approved by the competent authority.

Documents to be submitted for Technical cum Financial Eligibility

- EOI,
- Registration certificate of service providing firm/Registration with the skill department.
- Experience certificate/document(a minimum of 3 years),
- A minimum annual turnover of Rs.5 lakhs.
- PAN /GST document,
- An undertaking on firm letterhead stating that the service will be provided as per SLA attached herewith as per the Certificate-A (attached herewith).

All the interested suppliers/service providers are requested to send their Expression Of Interest (EOI)/Quotations along with the required documents on the Email:kast@iust.ac.in or send physically to Office of the KAST, Campus-III, IUST Awantipora. Your EOI must reach the office of the undersigned by or before 11-03-26.

**Office,
KAST**

Dated: 06-03-26.

No: IUST/KAST/26/31.



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(Certificate-A)

UNDERTAKING

(To be submitted on Firm's Official Letterhead)

Date: _____

The Coordinator
Kalam Academy of Skill Development and Training
Islamic University of Science and Technology
Kashmir, J&K.

Subject: Undertaking for Compliance with Service Level Agreement (SLA)

Sir/Madam,

I/We, _____, authorized representative of **M/s** _____, having our registered office at _____, hereby undertake that the services related to implementation of PMKVY jobroles shall be carried out strictly in accordance with the **Service Level Agreement (SLA)** attached with the Expression of Interest (EOI)/tender document.

I/We further confirm that:

1. The firm has carefully read and understood all the terms and conditions mentioned in the attached SLA.
2. The firm agrees to abide by and comply with all provisions, technical specifications, quality standards, timelines, and other obligations as specified in the SLA.
3. The firm shall ensure that the services are delivered in a timely, professional, and satisfactory manner as per the agreed service standards.
4. The firm shall work under the supervision of the office of the KAST, IUST, assist and provide consultation services in imparting training of PMKVY 4.0 job roles approved to KAST, IUST. The firm shall not claim any ownership of the trainer center duties and role.
5. In case of any deviation from the SLA terms, the firm shall be liable for penalties or actions as deemed appropriate by the University.

This undertaking is submitted voluntarily and shall be binding upon the firm for the execution of the services.

Thanking you.

Yours faithfully,

Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Name of Firm: _____

Contact Number: _____

Email: _____

Firm Seal & Stamp



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Service Level Agreement

Manpower Outsourcing Services – Fixed Remuneration Based

1 Agreement Overview

This is a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service, providing service for effective implementation of PMKVY skilling scheme at the Buyer’s premises (Awantipora, Pulwama, J&K, India.), or any other premises approved by the Buyer utilizing its own infrastructure. This Agreement outlines the scope of work, Buyer’s obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- I. General terms and conditions for Services;(“GTC”).
- II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.
- III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.

2 Objectives and Goals

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

- I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
- II. Present a clear, concise, and measurable description of services offered to the Buyer
- III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-



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Buyer: Buyer is responsible to provide clear instructions, approvals and payments for the services availed. The buyer in this case shall be **Kalam Academy for Skill Development and Training (KAST), Islamic University of Science & Technology, Kashmir.**

ServiceProvider: Service provider is responsible to provide all the required services in a timely manner. Service providers may also include any authorized/registered agents/Service providers without sub-letting. Service provider must have extensive experience and comprehensive knowledge of implementing various national and state skill development projects, including but not limited to NSDC projects, Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDUGKY), National Urban Livelihoods Mission (NULM), Electronics System Design and Manufacturing (ESDM), Pradhan Mantri Dakshta Aur Kushalta Sampann Hitgrahi (PMDAKSH), Skill india Digital Hub (SIDH) and other state skill missions Schemes. However service providers with PMKVY implementation experience shall be preferred. The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

4 Terms & Conditions

4.1 Buyer's Obligations:

- I. The Buyer shall provide workspace (seating area, furniture etc.) along with the necessary equipment for the trainees/batches raised through Service Provider required to conduct the training. The Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- II. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.
- III. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of electricity and internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
- IV. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ washrooms etc. for manpower working at Buyer's premise/ designated premise.
- V. No TA/ DA shall be payable directly by the Buyer, however such costs shall be included in the total service contract.
- VI. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning& justification.
- VII. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.

4.2 Service Provider's Obligations:

- I. The Service Provider shall be responsible for raising batches of 30 eligible candidates per Job role/Qualification pack and undertaking mobilization activities



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- II. The Service Provider shall be responsible for providing Training of Trainers (ToT)-qualified trainers along with the lab and other staff as per SSC/NSDC norms, including payment of their salaries
- III. The Service Provider shall be responsible for providing Technical Support in line with PMKVY 4.0 guidelines which includes but is not limited to tracking through SIDH, NSDC.
- IV. The Service Provider shall be responsible for deploying mobilization and placement support for each job role
- V. The Service Provider shall be responsible for facilitating Data Entry Operations and Administrative Support for smooth execution of the program
- VI. The Service Provider shall be responsible for managing and maintaining daily attendance records of learners as per the PMKVY 4.0 requirements.
- VII. The Service Provider shall be responsible for capturing time-to-time geo-tagged photographs of training activities and communicate to the job role sanctioning authority/NSDC as per their demand on timely basis.
- VIII. The Service Provider shall be responsible for providing CCTV coverage, if mandated by the concerned Sector Skill Council (SSC)
- IX. The Service Provider shall be responsible for Identifying, facilitating, financing, managing, and monitoring On-the-Job Training (OJT) wherever applicable specific to job roles
- X. The Service Provider shall be responsible for Managing and bearing all financial liabilities related to the above activities
- XI. The Service Provider shall be responsible for the registration of the batch, complete assessment till the completion and award of the training certificates to the trainees.
- XII. The Service Provider shall be responsible for submission of the copy of completion of training certificates of the trainees.
- XIII. The Service Provider shall be responsible for sharing of all necessary TP and TC credentials, including user IDs, passwords, and linked emails with KAST,IUST.
- XIV. The Service Provider shall be responsible for maintaining the confidentiality of all shared information and credentials.
- XV. The Service Provider shall be responsible for ensuring the provision of accurate and complete information necessary for KAST, IUST to perform its duties
- XVI. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning/execution of the skilling project in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- XVII. iService Provider shall adhere to the timeline given by Buyer for providing the required services, manpower on Buyer's premise/ designated premise.
- XVIII. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- XIX. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management, change of manpower/trainer etc. from time to time.
- XX. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower/trainers/execution staff deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any



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of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.

- XXI. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower, trainer, execution staff. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- XXII. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- XXIII. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
1. List of persons deployed (monthly)
 2. Biodata/ resume with antecedents' details (at the time of deployment)
 3. Copy of Aadhaar Card of the candidates (at the time of deployment)
 4. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 5. Identity proof and residential proof (at the time of deployment)
 6. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
- XXIV. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) represented by KAST Co-ordinator, IUST, who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- XXV. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises as per PMKVY 4.0 requirements.
- XXVI. All selected manpower shall wear an Identity Card provided by the Service Provider every day during working hours.
- XXVII. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of the same shall be submitted to the Buyer.
- XXVIII. In an event of deployed manpower availing leave, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- XXIX. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resource. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- XXX. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- XXXI. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- XXXII. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws



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- XXXIII. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- XXXIV. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- XXXV. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- XXXVI. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- XXXVII. No deployed manpower shall be allowed to stay in the Buyer’s premise/ designated premise unnecessarily after working hours without Buyer’s permission.
- XXXVIII. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- XXXIX. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way, be responsible for settlement of such issues whatsoever.
- XL. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share) (if needed), failing which deductions shall be made by buyer.
- XLI. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- XLII. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- XLIII. The Service Provider shall furnish a statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish a copy of bank statement in support of the amount paid as and when required by Buyer, post completion of training and once payment has been made to service provider.
- XLIV. The Service Provider shall be responsible for depositing EPF and ESI (if applicable) of both employer and employee share within 15th day of the month of payment of wages.



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- XLV. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- XLVI. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- XLVII. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

4.3 Special Terms & Conditions:

- A. The training must be provided under the name of Kalam Academy for Skill and training, IUST Kashmir and not under the name of the training agency. No part of training shall be provided under the name of service provider of any other sub agency. The service providing agency shall only facilitate the smooth execution and timely completion of the training.
- B. The payment from the buyer for the service shall be done only after the successful completion and award of certificates to the trainees/students registered in the respective training of job roles and only after the funds have been transferred to the IUST for the said by the designated agency/competent authority under PMKVY. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- C. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- D. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider.
- E. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- F. No advance payment shall be made to the Service Provider.
- G. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- H. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection to the same.
- I. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.



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- J. The buyer will review the documents provided by the service provider & may either accept or reject based on actual performance. If required, the buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by the service provider.
- K. Payment shall be performance-based and released only after successful completion of training and certification of learners by NSDC / concerned SSC or as per PMKVY guidelines.
- L. Release of payment shall be subject to availability and release of funds by the competent authority (NSDC / Ministry / JKSDM)
- M. Payments shall follow the prescribed tranche-wise disbursement applicable to the respective job roles
- N. Payment shall be released only after successful award of completion and certification of learners/trainers, as applicable and shall not be done on a monthly basis.
- O. The contract shall remain valid until completion of all allotted job roles
- P. The completion timeline shall not exceed March 2026 (The completion date may be extended subject to the extension provided from the competent authority).
- Q. Sub-contracting or franchising under the PMKVY scheme shall not be permitted
- R. The service providing agency shall conduct the training in full compliance with PMKVY 4.0 guidelines under the overall supervision of the Co-ordinator KAST, IUST.
- S. The details of training job roles are listed in table 1 given below.

Table 1: The details of training job roles to be implemented under PMKVY 4.0 by KAST, IUST.

S. No.	Name of the Sector	Name of the Job Role	Target	Notional Hours	OJT	Total Duration
1	IT-ITeS SSC NASSCOM	Cyber Security Assistant (subjected to the approval from JKSDM)	30	270	30	300
2	IT-ITeS SSC NASSCOM	IT Helpdesk Attendant	30	300	60	360
3	IT-ITeS SSC NASSCOM	Junior Software Developer	30	360	60	420
4	Media & Entertainment Skills Council	Still Photographer (Digital) (subjected to the approval from JKSDM)	30	450	60	510

It is further clarified that the KAST shall have no liability of making the payment to the manpower engaged in smooth engagement of the project.