

Memorandum of Understanding (MoU)

Between

Tamil Nadu State Rural Livelihood Mission (TNSRLM),

DDU - GKY Skill Cell

And

.....
KALVI TRUST,

For Implementation of

Deen Dayal Upadhyaya Grameen Kaushalya Yojana

(DDU GKY)

(erstwhile Aajeevika Skills)

Project of Ministry of Rural Development, Government of India,


And

RD &PR Department, Govt of Tamil Nadu

2018 - 21


(For TNSRLM)
CHIEF EXECUTIVE OFFICER
TNSRLM / DDU GKY
CHENNAI-600 034.

For KALVI TRUST


Managing Trustee
(For PIA)



தமிழ்நாடு தமில்நாடு TAMILNADU

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23/10/2018

KALVI TRUST
MADURAI

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Memorandum of Understanding

For Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU GKY) projects approved under AA (2016-19) by the Ministry of Rural Development, Gol as per DDU-GKY Standard Operating Procedures (SOP) & Guidelines.

1) This Memorandum of Understanding (MoU) is entered into on 31/10/2018.

Between

Tamil Nadu State Rural Livelihood Mission (TNSRLM), Tamil Nadu State, hereinafter called the "TNSRLM" (First Party) (Which expression shall mean and includes officials from SMMU, DMMUs and any representation of them both), unless it is repugnant to the context, its administrators, successors and assignees) under the administrative control of Tamil Nadu Corporation for Development of Women; and represented by its authorized signatory Chief Executive Officer, Tamil Nadu State Rural Livelihood Mission, aged 34 years.

And

KALVI TRUST, bearing Permanent Registration Number TN2015RT5969 a Registered Trust having its Head Office, at No.9-1-66, Double Street Agraharam, Sholavandan, Madurai - 625214 hereinafter referred to as

For KALVI TRUST

[Signature]
Managing Trustee
(FBI PIA)

[Signature]
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(For TNSRLM)
CHIEF EXECUTIVE OFFICER
TNSRLM / DDU GKY
CHENNAI-600 034.

"the PIA" (which term and expression shall mean and include, unless it is repugnant to the context, its successors, administrators and assignees) and represented by its authorized signatory Mr.S.Senthilkumar 10 years working as Managing Trustee aged 35 years.

Both the parties mentioned above shall be jointly referred to as "Parties" under this MoU.

1) Purpose of MoU

- 2.1 This MoU establishes a bi-partite framework for execution of projects under the DDU GKY skills guidelines, 2015 (inclusive of amended ones from time to time), of the Ministry of Rural Development, Government of India. It set out the roles and responsibilities of each of the parties for achievement of common objectives of DDU GKY.
- 2.2 Both the parties hereby affirm that they shall work towards the implementation of project as per the terms and conditions of MoU in letter and spirit, and with highest professional ethics.

2) Responsibilities of the Parties to the MoU.

(I) DDU GKY – Skill Wing operating under Tamil Nadu State Rural Livelihood Mission (TNSRLM).

3.1 The TNSRLM State Skill cell has a vital role in implementation, support and monitoring of projects at all level. The TNSRLM skill cell ensure Inter-alia, the following:

- i. Discharge of its responsibilities through facilitation, timely support and review of the progress of the project.
- ii. Timely release of financial grants to PIA (centre share + matching state share), as per prescribed service standards and operational norms as per prescribed SOP.
- iii. Regular Monitoring of performance and outputs in terms of the DDU GKY Guidelines & SOP (Vol. I & II)
- iv. Regular review of quality performance by SRLM/ authorized agency through field visits, quality assurance checks and field inspections and inputs for timely correction.
- v. Facilitate information exchange, dissemination, analysis of trends and feed back into management and monitoring of the DDU-GKY (erstwhile Aajeevika) Skill Project.
- vi. The role of SRLM with AAP Status shall be inconsonance with the Guidelines and Procedures of DDU GKY projects (as issued from time to time).
- vii. Regular and concurrent monitoring of the project undertaken by the SRLM (SMMU & DMMUs) through field visits. MIS review and continuous assessment of the performance of the PIA for inputs to all stake holders concerned for timely course correction.
- viii. Ensure timely fund release for the project to the PIA as per prescribed service standards and operational norms.


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TNSRLM (For DDU GKY)
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(For PIA)

(II) Project Implementing Agency

The Second Party under the MoU agrees to the following:

The Second Party shall perform the services and carry out its obligation hereunder with all due diligence, efficiency and financial system, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate training, materials and methods in accordance with DDU GKY guidelines.

- i. The Second Party will be fully and directly responsible for achieving the physical targets (as per given Prospective Project Work Schedule attached with the MoU) and corresponding financial targets of the project in full compliance with DDU GKY skills guidelines and the project sanction order. It includes all responsibilities of undertaking skill gap analysis, identify prospective employer, quality training, Assessment & Certification, Placement of youth trained and post placement tracking and other support activities.
- ii. The PIA shall comply with all terms and conditions (as annexed), in addition to the norms as specified under DDU GKY guidelines 2015 (and any additional requirements arising out of revisions in guidelines thereto).
- iii. The PIA shall proactively endeavor to enhance the quality norms across the project value chain.
- iv. The PIA, of its own accord shall promptly inform all the parties of any changes or any modifications in its constitution that affects legal nature, and the objectives under this MoU. Such information shall be communicated in writing to the first party to this MoU within 7 days of such modification(s).
- v. TNSRLM has pooled resources (i.e. Community Professional (Jobs)) at every Panchayat Level in the State of Tamil Nadu, and desires to extend mobilization support. As and when the services of the TNSRLM resources (i.e. C.P. (Jobs)) being availed for mobilization, the PIA is hereby agreed to pay an incentive of Rs. 250/- per day directly to the resources (i.e. C.P. (Jobs)) for being engaged by the PIA. This expenditure shall be incurred out of the grant approved for the implementation of the DDU-GKY program under the expenditure head of "Mobilization Expenses".

3) Financing of the Project -

- a. The PIA is sanctioned financial assistance for the project under DDU-GKY, Placement linked Skill Training Programme, Tamil Nadu as per the Skill Guidelines for release of payments subject to the table given below:

S.No.	Particulars	Details
1	Name of the Project Implementing Agency	KALVI TRUST
2	Number of Candidates Sanctioned	600
3	Project Sanction reference No.	TN/3030/D-2018/KT/31


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4	Total Sanctioned Project Cost	Rs. 3,57,02,347/-					
5	Training duration	36 Months					
6	Trades and Candidates Sanctioned	S. No.	Sector	Trade & Course Code	Prerequisite Trade (if any)	Total Course duration	Trade wise target
		1	IT-ITES	Accounts Assistant using Tally(ICT701)	NA	695	120
		2	IT-ITES	Media Developer Assistant(ICT709)	NA	695	120
		3	IT-ITES	Computer Hardware Assistant	NA	695	120
		4	IT-ITES	Web Designing and Publishing Assistant (ICT707)	NA	1387	120
		5	IT-ITES	Animation Multimedia Assistant (ICT708)	NA	1387	120
		Total					
7	Districts	S.No.	Name of the District			Target	
		1	Madurai			300	
		2	Dindigul			100	
		3	Sivagangai			100	
		4	Erode			100	
		Total					600
8	Target for SC / ST, Minority & Women	SC (62%)	ST (3%)	Minority (16%)	Women (33%)		
		372	18	96	198		
9	Target for Residential / Non - Residential, Category & Location of TC	Residential & Category	Total	Non residential		Total	
		NA	NA	Non - Residential		600	
10	Assessment & Certification	Sector Skill Council					
11	Project to be started by	As per timelines prescribed through Notification 53/2017 of MoRD, Govt					
12	Project to be Completed by	As per PPWS (Prospective Project Work Schedule) approval and SOP timelines. However desires that the training to be commenced within the stipulated time not less than 10% approval Target.					
13	Implementation Protocol	As per DDU-GKY Guidelines, SOP and related notifications of Rural					

For KALVI TRUST

Manager (For PIA)

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(For TN SREMI)
TNSREMI / DDU GKY
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		Skill Division.
14	Utilization of Funds	The PIA to ensure that funds sanctioned/released to the PIA shall be utilized as per the guidelines mentioned in Standard Operating Procedures (SOP – DDU GKY). Any deviation other than the prescribed / sanctioned expenditure head shall be viewed seriously and amounting to initiate action under default procedures against the PIA. In the event of such cases the PIA shall return the funds along with the interest being imposed by the authorities of TNSRLM.

b. The 1st Installment will be released on signing of this MoU and on satisfaction of the following:

- i. Submission of Performance Guarantee obtained from the bank for 6.25% of sanctioned Project Cost. The performance guarantee issued by the bank shall be valid for a period starting on / before the date of MoU signing till 180 days (6 months) after the end of approved duration of the project as per Notification No. 50 / 2017.
- ii. Submission of rental / lease / ownership documents for the first training centre which can accommodate minimum 10% of the total target.
- iii. Submission of Prospective Project Work Schedule (PPWS) for the approved target.
- iv. Submission of PIA bank details & cancelled cheque.

c. In general the project shall be required to be completed within the approved project tenure failing which the project will be closed by TNSRLM skill cell as per SOP provisions. Such closure shall result in limiting the funding of the project to the extent of physical achievement attained till the sanctioned tenure of the project The PIA shall not be entitled to any additional funding for any extension in the tenure of the project, unless specifically approved by the TNSRLM skill cell.

d. TNSRLM skill cell may suspend all the payments to the PIA if the PIA fails to perform any or all of its obligations under the MoU, only after giving a due notice to the PIA specifying the nature of non-performance of the PIA, and providing due opportunity to the PIA to remedy such failure within reasonable period as may be specified in the notice.

e. All the Financial transactions by SRLM as well as PIA shall be routed through the portal <https://pfms.nic.in> (Public Financial Management System) Financial Management System) of MoRD, Gol.

f. The changes in notifications from MoRD may be followed from time to time.

5. Special Conditions

a) TNSRLM/DDU-GKY may engage services of a TSA/ authorized agency during any time of the project, and may assign certain task of monitoring etc. to the agency. The role of the above agency shall be applicable for the purpose of execution of MoU, as decided by TNSRLM from time to time.

b) DDU-GKY (erstwhile Aajeevika Skills) is a Centrally Sponsored Scheme (Central Share 60% & State Share 40%) and Guidelines/Rules/Circular/Order will be issued by Government of India and TNSRLM from time to time. All such Guidelines / Rules / Circular / Orders shall be applicable as and when issued. In case, there is any issue


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of interpretation or conflict, the decision of TNSRLM shall be final and binding on the second party.

6. Communication:

All notices and communication under this MoU shall be addressed to the following representatives of the parties as detailed below –

- (i) The Chief Executive Officer, TNSRLM Skill Cell, Annai Theresa Building 1st Floor, Valluvarkottam High Road, Nungambakkam, Chennai – 600 034, Ph : 044 2817 3412, 13, 14. Email: ddugkytn2016@gmail.com.
- (ii) Mr.S.Senthikumar, Managing Trustee, Kalvi Trustee, No.9-1-66, Double Street Agraharam, Sholavandan, Madurai – 626020, Ph: 0452 – 4353991/4354991/04543 – 258710; Mobile: 9894550030; Email: ceo@kalvigroup.com / kalvitrustmadurai@gmail.com
- (iii) Formal communications shall include communication by email as well.
- (iv) Any communications that may require deviation from this MoU or DDU-GKY Guidelines, 2015 & further amendments and related orders and Procedures shall be permitted only with the written approval of TNSRLM skill cell or Ministry of Rural Development, Government of India as the case may be.

7. Confidentiality

- a. All parties acknowledge the confidentiality of information that may be among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is,
 - (i) Part of the public domain at the time of disclosure or
 - (ii) Require to be disclosed in accordance with the applicable laws of the country.

8. Arbitration and Applicable laws: -

- a. The parties hereby agree that any dispute arising in connection with this MoU shall first be addressed mutually by the Parties. If the said Parties are unable to resolve the dispute mutually, the dispute shall be referred to the Principal Secretary, Rural Development & Panchayat Raj Department, Government of Tamil Nadu, whose decision shall be final and binding on all parties.
- b. All the disputes shall be resolved as per the Government of Tamil Nadu policies and applicable Indian Laws.
- c. In case filed for judicial remedy, TNSRLM is the First Deponent; the case shall be filed in court of Tamil Nadu State Head Quarters.

9. Force Majeure:-

- a. No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arise 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 reasons which lies outside the control of the Parties.


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10. Validity of the MoU:

- a. This MoU shall come into force on 31st <date> day of October <month> 2018 and shall be valid for the entire life cycle of the Project.

11. Debarment of the PIA:

- a. Where the PIA has been given a notice by the TNSRLM skill cell to remedy the failure in performance, the Project Sanctioning Authority may debar the PIA from applying for a fresh project in future if the PIA does not remedy the failure in performance under this MoU within the period specified in the said notice.
- b. However, the Project Sanctioning Authority shall take action for debarment only after the TNSRLM skill cell has given a due notice to the PIA specifying the nature of non - performance of the PIA and after giving the PIA an opportunity to remedy such failure within a reasonable period as may be specified in the notice, and after giving the PIA an opportunity to be heard.

12. Termination

- a. Where a PIA seeks termination of the MoU, it shall give a 30 days written notice to the TNSRLM Skill Cell, and only when the Project Sanctioning Authority has accepted the termination request, the MoU may be terminated.
- b. The TNSRLM skill cell may terminate the MoU, with the prior approval of the Project Sanctioning Authority by giving 30 days notice to the PIA with information to the TNSRLM Skill Cell in case the PIA:
- (i) Becomes insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws in the country.
 - (ii) Does not remedy a failure in performance as pointed out by the TNSRLM skill cell within a specified period of notice issued by the TNSRLM skill cell
 - (iii) Is found to be involved in misrepresentation / falsification of records / data / details concerning the project, or found to be involved in fraud or malpractice in the project.
- c. However, the TNSRLM skill cell shall take action for termination of MoU only after giving a due notice to the PIA specifying the reasons for termination with an opportunity to reply within a reasonable period as may be specified in the notice, and after giving the PIA an opportunity to be heard.
- d. In the event of termination of the project the PIA shall fully and collaboratively cooperate with TNSRLM skill cell to ensure smooth exit in respect of the project including submission of all requisite documents and information (digital or hardcopies)
- e. In the event of termination, the PIA shall be liable to refund to the TNSRLM skill cell, the whole or a part amount of the funds as decided by TNSRLM & released by the Central and State Government with interest at ten per cent per annum there on.

13. Recovery of dues under the MoU

- a. In case of any failure by the PIA to refund money in cases where a recovery of dues has been ordered by the TNSRLM skill cell, the same shall attract action through the State Government under Revenue Recovery Act, 1890 or any other legal provision of the Central/State Governments. This does not preclude the TNSRLM


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skill cell, Government of Tamil Nadu to take any other penal action as applicable under extant laws of the country.

14. Effect of invalidity of any clause of MoU on validity of MoU.

- a. The invalidity of any provision of this MoU shall not invalidate other provisions of the MoU. Any such gap should be duly modified through amendment to the MoU in writing, with mutual consultation among all the parties.
- b. All amendment / modification in the MoU shall have to be in writing, duly signed with seal by all parties concerned, as an addendum to the MoU.

15. Assessment and Certification

Course curriculum of Sector Skill Council (SSC) or DGET approved NCVT should be used during the skill development training. All trainees/candidates should pass through assessment test of SSC of National Skill Development Corporation (for SSC curriculum) or Directorate General of Employment & Training (for NCVT Curriculum) and the successful candidates to be issued with certificate from aforesaid authorities.

In witness where off all parties here to have causes this agreement and indicate their consent to this MoU and a duplicate thereof on their respective behalf by their duly authorized officials on the date and place herein above mentioned.

Signed, sealed and delivered within Tamil Nadu State rural Livelihoods Mission, Department of Rural Development and Panchayat Raj, Government of Tamil Nadu, Chennai 600 034.

By the hands of duly authorized representative

Signature (TNSRLM -DDU-GKY)

In the presence of the following witness

- 1. *[Signature]* No: 4/32-c, II main Road
Rayala Nagar, Ramapuram

- 2. *Walter Paul*
M. WALTER PAUL
#144 Union Carbide Colony,
Vilcigaiyam, Ch-91.

Signature of (PIA) (Sealed and delivered within

[Signature]
CHIEF EXECUTIVE OFFICER
TNSRLM / DDU GKY
CHENNAI-600 034.

For **KALVI TRUST**

[Signature]
Managing Trustee

In the presence of the following witness

- 1. *[Signature]* (V. KUMARESH)
14/20 NEW VELOSAMY LAYOUT EXTN,
PALAKKAD ROAD, POLLACHI - 642001, COIMBATORE - DIST.

- 2. *[Signature]* (D. JOSUA SAMUEL JEBARAJ)
5-20, Anjal Nagar 2nd Street, Madurai: 18

Enclosed:

- 1) Copy of the Sanction Order
- 2) Copy of Standard terms and Conditions
- 3) Respective Project Work Schedule for the Project (Annually, District-wise, Centre -wise, Trade-wise targets).

[Signature]
CHIEF EXECUTIVE OFFICER
TNSRLM / DDU GKY
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For **KALVI TRUST**

[Signature]
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(For PIA)

Terms and Conditions applicable on Project Implementing Agencies undertaking Projects under the DDU GKY Skill Guidelines, 2015 & further amendments

1. Consequent to notification of Deen Dayal Upadhyaya Grameen Kaushalya Yojana, Skill Guidelines, 2015 it is hereby stated that the Terms and Conditions attached to this notification shall be applicable to all Project Implementing Agencies (PIAs) that are sanctioned with employment linked skill development projects under the said DDU GKY Skill Guidelines, 2015.
2. Further, the Project Approving Authority reserves the right to impose any other Special Terms and Conditions as may be necessary for successful implementation of the Project.
3. All Project Implementing Agencies are requested to ensure that they have read all the provisions given in the Terms & Condition before applying for the project under DDU GKY Skill Guidelines, September 2015. The filing of application by the Project Implementing Agency shall imply that the Project Implementing Agency has agreed to the Terms & Conditions for implementation of the DDU GKY Skills Project and also willing to abide by the provisions of the Terms & Conditions that may be imposed by the Project Approving Authority. The Terms and Conditions may be amended from time-to-time by the Project Approving Authority in terms of policy requirements. Separate confirmation shall be taken from the Project Implementing Agency in this regard at the time of sanction of the project.
4. The Terms & Conditions (as amended from time to time) shall be available on the relevant websites of Central/State Government and the Project Implementing Agencies are required to access the same while applying for a project under DDU-GKY skills. All communication on amendment / modifications of the terms and conditions shall be intimated through the website as well as through formal communication.
5. The Project Implementing Agency shall offer skilling courses to rural youth who satisfy the eligibility criteria specified in the DDU-GKY Skills Guidelines (DDU-GKY). The Project Implementing Agency shall not outsource any of its activities related to skilling or placement unless such outsourcing has been specifically mentioned in the application of the project and has been duly approved by the Appropriate Project Approving Authority.

Quality is treated as an all pervading talisman in the programme and the PIA is given the central role to ensure quality of the programme for which, two checks are envisaged; first being the PIA operations team (OP team) who have to ensure that its members do a good quality job at all times and at all levels. This is supplemented by the PIA quality team (Q team) who will further check the quality of outcomes and report the results. The PIA Q team shall inspect a training centre at least 6 times in a year of which at least 4 shall be planned inspection and remaining shall be surprise inspections. The TSA / SRLM will further check the quality of the programme based on the PIA Q team checks.

6. The Project Implementing Agency shall not dispose assets acquired out of Government Grants without the prior approval of the Authority which sanctioned


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the Grant, except in case of such assets declared as obsolete and unserviceable or condemned in accordance with the General Financial rules.

7. The Project Implementing Agency should adhere to the timelines as follows:
 - a. On receiving the 1st instalment and issue of PCO (Project Commencement Order) the PER should be submitted to SIMMU within 10 Days and DDR within 30 Days.
 - b. After submission of DDR the PIA should commence the training with minimum 10 percentage of the total target within 5 days of approval of DDR by SRLM but subject to a maximum of 45 days from PCO date.
8. The Project Implementing Agency shall undertake Mobilization, counseling and selection of candidates, facilitated by DMMUs / field level functionaries / CPs (Job) of VPRC / PLF functionaries of TNSRLM before a training course is commenced, and the Project Implementing Agency shall give priority in mobilizing and selecting candidates identified as focus/special groups in the DDU GKY Skills Guidelines. The Project Implementing Agency shall give priority in mobilization to the areas identified by TNSRLM.
9. The Project Implementing Agency shall involve institutions of the poor established under TNSRLM/TNCDW as well as Gram Panchayats, to the extent possible, with the assistance of TNSRLM.
10. The Project Implementing Agency shall adopt a Gram Panchayat / Block saturation model in mobilization of candidates.
11. The Project Implementing Agency shall provide counseling session to candidates and her/ his parents or guardians, including counseling on the nature of work in the sector/trade, availability of jobs, deliverables by the employer, entitlements, growth prospects and risks involved.
12. The Project Implementing Agency shall maintain an exclusive website for the project. The Project Implementing Agency shall display a list of candidates selected on the basis of aptitude tests (psychometric and others) and counseling (by trained counselors) in the training centre and upload on its website.
13. The Project Implementing Agency shall ensure that before counseling session is commenced in a training center, the centre should be checked and certified for compliance on each prescribed parameter, as given below; by a designated senior official from its internal Quality team (Q-team) i.e., the PIA Q team shall ensure that the training centre conforms to DDU-GKY standards.
 - i. Furniture, layout, color scheme and signage as notified by the TNSRLM Skill Cell.
 - ii. Lab, classroom and IT facilities.
 - iii. Training aids.
 - iv. Geo tagged time stamped Biometric attendance facility for both trainers and trainees in order to ensure the standardized system for the programme, the PIA shall use fingerprint device as notified by UIDAI from time to time. The specification for the fingerprint device can be accessed at http://uidai.gov.in/images/commdoc/device_specifications.pdf. The fingerprint devices need to be STQC certified devices, the details of

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which are available http://www.stqc.gov.in/sites/upload_files/stqc/files/UID Auth list 040414 alphabetical.pdf

- v. Fire exhausting /fighting equipment.
 - vi. First aid, hygiene, drinking water, canteen and washroom facilities.
 - vii. Internet and email access of prescribed speed on all IT equipment for candidates.
 - viii. Access control facilities.
 - ix. Power back up.
 - x. Projection and copying equipment.
 - xi. High speed internet access to the workflow driven ERP system (as and when made available by TNSRLM Skill Cell /Ministry of Rural Development).
 - xii. CCTV recording facilities in classroom, labs and common areas.
 - xiii. Separate space for each course domain proposed to be conducted at the centre with a dedicated lab.
 - xiv. Separate computer lab for IT skills.
14. The Center Inspection Report of the Q-Team shall be uploaded on website designated by the Govt., and till such designated website is available, the inspection report shall be emailed to State nodal agency in charge of Skills and its designated agency for concurrence.
15. The Project Implementing Agency shall ensure that each training centre should remain in existence for at least three months from the date of completion of training or until 70% of those trained have been placed (whichever is later), and during this period the training centre shall act as Information and Facilitation centre for trainees and their families.
16. The Project Implementing Agency shall not operate any Mobile centers of training.
17. The Project Implementing Agency shall ensure that residential training centers as well as work-readiness and finishing-centers are located close to areas with high employment potential.
18. The Project Implementing Agency shall ensure achievement of targets specified in the sanction orders for sub-categories, including scheduled caste, scheduled tribe, minorities and women, and shortfalls up to 5% of specified target shall only be acceptable in individual sub- categories with the amount payable to the Project Implementing Agency. Proportional deduction will be effected in case of variation is more than 5%. However the PIAs imparting training and placement under security, construction, welding & fabrication and similar trades which are not women friendly may be considered of inter shifting of targets from female candidates to male candidates with due permission from TNSRLM Skill Cell.

The PIA shall ensure compulsorily minimum 75% of attendance to conclude that candidate has attended the training programme.

19. The Project Implementing Agency should place a minimum of 70% of those who are trained in jobs with regular wages. Placement for this purpose is defined as continuous employment for a minimum of three months, where:
- i. The period of continuous employment need not be with the first employer.
 - ii. The trainee should have worked and received payment for three continuous months, proof of which can either be in the form of a salary slip or a certificate

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indicating salary paid signed by the employer and salary received by the person placed along with a bank statement.

- iii. The minimum Salary should be Rs.6000/- for 3 months and Rs. 8000/- for 6 month, Rs.12,000/- for 9 months and Rs. 15,000/- for 12 months courses. Also, if the minimum wage mentioned above is less than the notified minimum wages existing in the state, then the minimum salary should not be less than the notified minimum wages of the state.

20. The Project Implementing Agency shall ensure tracking of placement candidates for 365 calendar days, with a maximum break of 60 calendar days during this period.
21. The Project Implementing Agency shall establish internally distinct high level Quality teams (Q teams) for Monitoring of the project, which shall monitor the following aspects of the skilling project:
- Due diligence verification of the training center
 - Beneficiary identification
 - Beneficiary mobilization and selection
 - Trainer quality
 - Training quality
 - Certification of curriculum and assessment of candidates
 - Placement of candidates
 - Retention of placed candidates (if applicable)
 - Career progression of candidates (if applicable)

If a PIA defaults in implementing a project, Government money paid to PIA after adjusting for expenses incurred shall be recovered as per guidelines and SOP. If the PIA fails to repay the amount it is necessary to invoke the Revenue Recovery Act 1890 or other applicable Revenue Recovery or Public Demands Recovery Act of the state.

22. The Project Implementing Agency shall ensure the availability of the following on their websites:
- The daily status of geo tagged time stamped biometric attendance of both trainers and trainees
 - The daily status of all equipment, teaching aids and consumables.
23. The Project Implementing Agency shall ensure that every training centre shall have CCTVs installed in the lab and class room, and the footage is reviewed by Q-Team during inspections to ensure that the quality of the classroom interaction is of a requisite level. All such CCTV footage shall be stored either till training completion plus 3 months or till the Project is closed whichever ever is earlier (in case of early closure)
24. The Project Implementing Agency shall ensure that samples of the CCTV footage is drawn using statistically valid techniques for examination by domain experts in the Q team of the PIA, and Q Team report shall be verified by the designated agency/team appointed by TNSRLM Skill cell every month. Hence, 100% recording of class room / lab sessions is a must during the whole training period. The PIA shall store the sampled video footage either till training completion + three months or till project is closed (in case of early closure) – whichever is earlier. Rest of the videos should be stored for three and half months after a

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batch is completed. The sampled video footage in addition to being stored safely, shall be uploaded to the ERP system and also on PIA website.

25. The Project Implementing Agency shall implement PFMS accounting software to manage their funds and provide view-only access to the TNSRLM skill cell or its designated agency in-charge of skills up to voucher level data.
26. The Project Implementing Agency shall use a single designated bank account to receive and make all payments pertaining to the Project, and the account details will be mapped on to Public Finance Monitoring System (PFMS). The PIA shall pay candidates entitlements in time, cash shall be transferred to the candidates bank account within the prescribed dates defined in each of the process and entitlements shall be transferred from the project account only and not from any other account.
27. The Project Implementation Agency shall furnish the vouchers for project expenses to the TNSRLM Skill cell or its designated agency for verification as follows:-
 - i. Financial pass-through given to the candidates for Boarding and Lodging charges (in case of residential course) or for Food and To & Fro charges (in case of non-residential course).
 - ii. One-time Transportation allowance given to the candidates,
 - iii. Post-placement allowance given to placed candidates.
 - iv. Payment of salaries to trainers, master trainers and Q Team by the Project Implementing Agency (PIA).
 - v. Vouchers for expenses on items other than those given above may be generated and retained, but the same shall not be subject to scrutiny, and a certificate by the Project Implementing Agency on such expenses shall be sufficient.
28. The Project Implementing Agency shall ensure that trainee-feedback for each trainer, is collected from trainees at the end of each week.
29. The Project Implementing Agency shall ensure that the placement, retention and career progression of trainees trained by each trainer is mapped and monitored by the internal Q team, and verified by the TNSRLM Skill cell or its designated agency.
30. The Project Implementing Agency shall provide for rating of trainees by trainers at the end of each session through administration of tests and quizzes from time to time, which shall be monitored by the Q team.
31. The Project Implementing Agency shall provide for an independent certification and assessment by a Third-party agency, engaged through NCVT / SSC both for curriculum and the skill, knowledge and attitude level of each trainee as acceptable to the industry or employer. Hence the PIA has to ensure that the certificate from NCTV/SSC is issued to the candidates.
32. PIA shall have to conduct internal and external assessment of the candidates. PIA should ensure that all the eligible candidates appear for external assessment and at least 80% of candidates clear the assessment test and become eligible for certification by NCVT / SSC. PIA shall provide another chance to the failed candidates to appear for assessment test at its own cost.

33. The PIA shall arrange high quality trainers who are adept at providing inputs that ensure high success rates at placement interviews and post placement retention, shall arrange at least two alumni meets – first at the beginning of the training and the second at the end of the training to motivate the trainees.
34. The duration of the training programmes should not be less than 3 months (576 hours) and not more than 12 months (2304 hours) respectively. However the actual hours of the training duration will be as per the hours mentioned in the TN/3030/D-2018/KT/31, Dated: 09.10.2018
35. The maximum days for On-Job-Training permissible in a skilling course are :-
- (i) 30 days for a three month course,
 - (ii) 60 days for a six month course, and,
 - (iii) 90 days for a nine months course.
 - (iv) 120 days for 12 months course
36. The Project Implementing Agency should:
- (i) Use geo tagged time stamped Aadhar authenticated / enabled biometric attendance at start and end of each training day for both trainers and trainees (Ref: File No. J-17060/85/2017/DDU GKY of MoRD, GoI dated 7th August 2017).
 - (ii) Online inventory check to be done every day morning when training centre opens and closes.
 - (iii) Periodic quizzes and tests with safeguards to prevent impersonation. Publish results in the PIA's MIS and organize remedial classes for those who score poorly.
 - (iv) Install video audio recorders in each classroom and labs. Ensure that the PIA's Q team reviews these recordings each month and scores each trainer. Use these results to run remedial classes for trainers.
 - (v) Ensure adequate and timely payment of trainer remuneration
 - (vi) Ensure that of project targets for SC/ST, minorities and women are met.
 - (vii) Ensure that advisories issued by PIA's own Q teams, TNSRLM Skill Cell and its designated agency, CTSA etc are complied with by individual trainers and training centre managers.
 - (viii) Ensure that the placement data are timely reported on the web based MIS system of TNSRLM Skill Cell.
 - (ix) Work with employers to ensure that employers who accept DDU GKY Skills alumni provide all legal benefits that are due to them.
 - (x) Ensure that trainees are tracked for at least a year after placement. The PIAs performance in post placement tracking for a year after placement will be a vital variable for assessment during subsequent submission of proposals.
37. The cost of equipments is not a permissible project expense unless specifically mentioned in the sanction letter.
38. In case a Project Implementing Agency has been allowed Capital Expenditure on equipment, then the book value of the equipment shall be adjusted in the final settlement to the Project Implementing Agency.
39. A one-time travel cost is provided to the candidates to facilitate essential travel for the purposes mentioned in SI.84D of SOP and will be allowed based on actual with a maximum limit of Rs 4500/- per candidate.

40. Based on the session plans, the project Implementing Agency shall provide interactive learning modules into the tablet computer provided to each trainee.
41. The Project Implementing Agency shall pay Post-placement support (PPS) cost to every trainee in full subject to the provisions at the end of each month in the bank account of working youth on receipt of salary slip, and under no circumstances the PPS shall be distributed in cash or kind.
42. Where a PIA is unable to give a placement to a candidate as per the prescribed minimum salaries prescribed in the DDU GKY Skills Guidelines, such placement shall not be counted as a placement under the DDU GKY Skills and in such a case no claim for PPS shall be eligible to the Project Implementing Agency.
43. PIA will be required to show on their web the acknowledgement statements showing salary received and signed by the placed candidates.
44. The Project Implementing Agency shall be eligible to claim for an additional payment (if applied by PIA in the project proposal) at the rate of Rs. 3000 per candidate above 70% till 85% of placement target under the project and Rs. 5000 per candidate above 85% of placement target under the project.
45. The Project Implementing Agency shall be eligible to claim for an additional payment (if applied for retention support by the PIA in the project proposal) at the rate of Rs. 3000/- for every candidate who is assisted to retain his job for a period of one year with a break of 60 days in a year i.e. Rs. 1000 shall be paid to candidates and Rs.2000 shall be retained by the PIA.
46. The PIAs is eligible to receive a sum of Rs. 5000 per candidate for supporting the candidate to achieve the salary of Rs.15000 in a period of 1 year through career progression. With the received incentive amount 1/3rd should be shared with the candidates.
47. PIA will receive a sum of Rs.10000 per candidate if the candidate is facilitated to settle through foreign placement.
48. The Project Implementing Agency shall be eligible for a claim of an amount of Rs.500/- per candidate if at least 30% of the teaching hours are covered using the live distance training techniques (if applied by PIA in the project proposal).
49. The installments for the projects shall be released as follows:

Installment	Ratio of fund release	Release conditions
1st	25% of project cost	On sanction of project, signing of MoU and satisfaction of conditions stipulated in this MoU.
2nd	50% of project cost	On: <ul style="list-style-type: none"> • Spending 60% of funds disbursed as 1st installment as visible in web site. • Achieving 40% of physical target inclusive of sub-targets such as for SC/ST, minorities etc. • Submitting audited expenditure statement like P&L Statement, Balance sheet etc with respect of previous year for cases after 30th Sept.
3rd	15% of	On:

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	project cost	<ul style="list-style-type: none"> • Spending 90% of funds disbursed as 1st and 2nd installments as visible in web site. • Achieving 90% of physical target inclusive of sub-targets such as for SC/ST, minorities etc. • Submitting audited expenditure statement like P&L statement, Balance sheet etc with respect of previous year for cases after 30th Sept.
4th	10% of project cost	<ul style="list-style-type: none"> • On achieving all targets and submission of project closure documents as well as signed score card.


50. Eligibility conditions for release of funds at all four stages are subject to the outcome of sample placement verifications and determined by the MIS statements of the Project Implementing Agency available on its web site.
51. The MIS statements have to indicate the Physical and financial performance against the Physical targets as stated in the Work Schedule attached with the MoU executed with TNSRLM Skill Cell, and the corresponding financial achievements required respectively.
52. The interest amount accrued on Government releases, if any, shall be adjusted against the Government share of the Project cost at the time of subsequent installment releases, and before the final installment is released.
53. The Project Implementing Agency will have to maintain trainee specific information and meet all applicable reporting requirements.
54. The Project Implementing Agency shall designate an authority within its office for updating the required data on the designated web site.
55. A Project Implementing Agency shall develop and maintain its own IT platform which is integrated with the State and Central IT platforms for sharing of information or to utilize the centralized MIS system available on payment as per the norms of NMMU/CTSA.
56. No stipend will be paid to the beneficiaries except the food and to and fro charges for Non Residential candidates during the training period out of funds provided by TNSRLM Skill Cell under this project.
57. Audit Reports and Utilization Certificates of the project should reflect the total Government grant (Central and State Share and interest there on) with reference to cost estimates and components in the project report.
58. The Project Implementing Agency will ensure that the beneficiaries enrolled for training under the special project have 12 digits Aadhaar (UID) Unique Identification Number (UID) issued by Unique Identification Authority of India. Wherever this is not available, PIA will facilitate obtaining the same for the beneficiaries during the training period. However, under no circumstances will a candidate be denied skill development training for want of Aadhaar number.
59. The project Implementing Agency shall ensure opening of Bank Account for the beneficiaries enrolled for training and all payments due to the beneficiaries will be remitted through this bank account.
60. The critical activities of conduct of training and placement will not be outsourced or subcontracted.

61. The Project Implementing Agency shall execute a Memorandum of Understanding (MoU) with the TNSRLM Skill Cell and its designated agency before funds are released for the project to, inter-alia:-
- Abide by the Terms & Conditions of the sanction in fulfillment of the targets specified in the Annual Action Plan attached with the MoU;
 - Not to divert the funds sanctioned or entrust execution of the scheme or work concerned to another Institution(s) or Organization and
 - Abide by any other conditions specified in the DDU GKY Skill Guidelines.
62. In the event of the Project Implementing Agency failing to comply with the conditions or committing breach of the conditions of the MoU / Guidelines / SOP, the Project Implementing Agency shall be liable to refund to TNSRLM Skill Cell, the whole or a part amount of the grant with interest at ten per cent per annum thereon or the sum specified in the MoU, and any failure by the Project Implementing Agency to refund shall attract action through the State Government under Public Money Recovery Act of the State Government concerned.
63. For the purposes of the sanction under DDU GKY Skills Guidelines, a Project Implementing Agency shall include lead member of the consortium entered into by the Project Implementation Agency and other consortium members singly or severally liable for the implementation of the project.
64. All the above-mentioned Terms and Conditions, and any other conditions imposed on the Project Implementing Agency, shall be subject to any revision in the provisions of DDU GKY Skill Guidelines.
65. The authorized person of the project implementing agency (PIA) will submit an affidavit before signing of MoU mentioning therein that, the agency will be held responsible and recovery shall be made from the agency in case it is found that the agency has diverted / mis-utilized / utilized the funds other than the purpose for which it has been sanctioned.


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Managing Trustee
(For PIA)