Note:

Given below is the Draft of the MOU that will be entered into between EGMM and the Training Partner. Two sets of these MoUs may be printed on 100 Rs stamp papers for signing of both the parties.

Memorandum of Understanding

Between

Employment Generation & Marketing Mission (EGMM)
Dept. of Rural Development, Govt. of Andhra Pradesh

And

Name of Institution

For

Skill development of Rural unemployed youth as per the eligibility norms and placement in various Industries / Organizations under the Placement Linked Training Programme of EGMM

This Memorandum of Understanding (MOU) is entered into on ___ day of ___________ between the Employment Generation & Marketing Mission (First Party), Department of Rural Development,
WHEREAS

(a) The First Party, is a society set up by the Department of Rural Development of the Andhra Pradesh (AP) Government to provide employment to the rural unemployed youth, and works in a focused and mission mode for employment generation of underprivileged youth through various partnerships and industry tie-ups. The First Party aims to link at least one member of a rural family in AP to jobs in the organized sector and thereby helping to reduce poverty. In this process, the First Party through various means provides companies trained manpower from an alternative labour pool.

(b) The First Party works in a public-private partnership mode where government, private sector professionals and rural community are stakeholders. One of the important models adopted by the First Party in achieving its objectives is the Placement Linked Training Programme conducted through Empanelled training Partners.

(c) Second Party

(d) It has been the concern of both the parties to develop the human resource by way of imparting vocational training as per the existing demand of the industry and create avenues for suitable livelihoods and expanding universe of knowledge to produce world class workforce.


(f) The Second Party submitted its proposal for the aforesaid Empanelment, whereby the Second Party represented to the First Party that it had the required professional skills, and in the said proposal and further vide its letter No ........ dated............ agreed to provide the Services to the First Party on the terms and conditions as set forth in the RFP and this MOU; and
In pursuance thereof, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. GENERAL

1.1 Definitions and Interpretation

a. Definitions:

i. “Agreement” means this Agreement, together with all the Annexes;

ii. “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

iii. “Confidential Information” shall have the meaning set forth in Clause 3.5;

iv. “Dispute” shall have the meaning set forth in Clause 7.2.(a);

v. “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

vi. “Government” means the Government of India or the State Government of Andhra Pradesh as applicable;

vii. “INR, Re. or Rs.” means Indian Rupees;

viii. “Party” means the First Party or the Second Party, as the case may be, and Parties means both of them;

ix. “Personnel” means persons hired by the Second Party or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

x. “RFP” means the Request for Proposal document refer to in recital (e) above, in response to which the Second Party’s proposal for providing Services was accepted;

xi. “Service/s” means the work to be performed by the Second Party pursuant to this Agreement, as described in the Terms of Reference hereto and work orders issued by the First Party;

xii. “Training Fees” shall have the meaning set forth in Clause 4.1;

xiii. “Third Party” means any person or entity other than the Government, the First Party and Second Party or a sub consultant of the Second Party.

xiv. “Work order/s” means the letter issued by the First Party to the Second Party awarding the Services pursuant to this Agreement

b. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

c. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

i. Agreement;

ii. Annexes of Agreement;

iii. Work order/s issued by the First Party

iv. RFP;
d. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

1.2 Representation and warranties

1. The Parties hereby represent and warrant to each other that;
   i. It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and as the legal power and authority by virtue of statute/resolution, to sign this Agreement, perform and comply with its duties and obligations under this agreement.
   ii. This agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
   iii. There are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrains it from performing its duties and obligations under this agreement; and
   iv. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.

2. The Second Party represents and warrants to the First Party that the information furnished in the Bid and as updated/clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

1.3 Relation between the Parties

This Agreement shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement, and except as specifically and expressly provided in this Agreement, neither Party shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission of the other party, however or whenever it arises.

1.4 Rights and obligations

The mutual rights and obligations of the First Party and the Second Party shall be as set forth in the Agreement, in particular:

(a) Second Party shall train and provide placements to the identified youth from the different districts of Andhra Pradesh under the Training Programme prescribed by the First Party in accordance with the provisions of the Agreement; and

(b) the First Party shall make payments to the Second Party in accordance with the provisions of the Agreement.
1.5 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7 Table of contents and headings

The Table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8 Notices

a. Any notice pursuant to this MOU shall be in writing signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, email, recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified by the Parties):

   If to the First Party:
   Attention: Chief Executive Officer
   Address:
   Employment Generation and Marketing Mission (EGMM)
   Department of Rural Development, Govt. of AP
   4th Floor, Rear Block (HMWSSB premises), Opp. ICICI Bank
   Khairatabad, Hyderabad - 500 004
   Phone: +91-40-23442442, Fax: +91-40-23442838, Email:ceoegmm@gmail.com

   If to the Second Party:
   Attention: 
   Address:

b. All notices given on the address above shall be deemed to have been served as follows:

   I. If delivered by hand, at the time of delivery;
   II. If communicated by facsimile, on receipt of confirmation of successful transmission;
   III. If communicated by email, on receipt of confirmation of successful delivery; and
   IV. If sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient.
c. All notices communicated by facsimile or email shall be followed by a copy thereof being sent by registered post or recorded delivery to the addresses specified above.

d. A notice or other communication received on a day other than a business day, or after business hours in the place of receipt shall be deemed to be given on the following business day in such place.

e. For the purposes of this clause, the term business day shall mean a day other than second Saturday or Sunday and public holiday in accordance with the Official Calendar of The Government of Andhra Pradesh.

f. Either party may, from time to time change its address or representative for receipt of notices provided for in this agreement by giving to the other party not less than 10 (Ten) business days prior written notice in the same manner provided for in this clause.

1.9 Location

The Services shall be performed at different locations in the state of Andhra Pradesh in accordance with work orders issued by the First Party pursuant to this Agreement.

1.10 Authorised representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the First Party or the Second Party, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

The First Party may, from time to time, designate one of its officials as the Nodal Officer. Unless otherwise notified, the Nodal officer shall be:

Administrative Officer,
Employment Generation and Marketing Mission (EGMM)
Department of Rural Development, Govt. of AP
4th Floor, Rear Block (HMWSSB premises), Opp. ICICI Bank
Khairatabad, Hyderabad - 500 004
Phone: +91-40-23442442, Fax: +91-40-23442838
Email: mis.egmm@gmail.com

Unless otherwise notified, the Second Party’s Representative shall be:

************

************ (Address)
Tel: ******** Fax: ******** E-mail: ********

1.11 Taxes and duties
Unless otherwise specified in the Agreement, the Second Party shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the First Party shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement or Date on which the First Party accepts the Empanelment Guarantee submitted by the Second Party, whichever is later (the “Effective Date”).

2.2 Commencement of Services

The Second Party shall commence the respective Service within a period of 7 (seven) days from the receipt of work orders from the First Party, unless otherwise agreed by the Parties.

2.3 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expires on 31.03.2015.

2.4 Agreement

a. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by both the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

b. Without prejudice to the generality of the provisions of Clause 2.4.(a), on matters not covered by this Agreement, the provisions of RFP and specific terms & conditions, if any, mentioned in the work orders issued by the First Party, shall apply.

c. However if action or modification is necessitated as a result of any Government norm/s, rules and/or regulations, the same shall be honored and implemented by both the parties and such action/modification does not require any mutual consent for its implementation.

2.5 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between both the Parties. No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

2.6 Force Majeure

The Parties shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots,
civil commotion, wars, hostilities between nations, government laws, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement

In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth hereinafore, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, given full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

2.7 Suspension of Payments / penalties by First Party

2.7.1 In the case there are significant deficiencies in Services by the Second Party, causing adverse effect on the Training Programme of the First Party or on the reputation of the First Party, the First Party may initiate any of the following penal action against the Second Party:

- issue of warnings for minor deficiencies
- imposing a penalty
- debarring the Second Party for a specified period as per the policy of the First Party

2.7.2 First Party may by written notice to Second Party, suspend all the payments to Second Party hereunder (except in relation to those services which have been performed) if Second Party fails to perform any of its obligations under this Agreement, including carrying out the services, provided that such notice of suspension shall specify the nature of failure and call for the explanation of the Second Party for such failure within a period not exceeding (07) days after the receipt by Second Party of such notice of suspension.

In case of violations / deviations for the conditions in the agreement, guidelines and norms of First Party by the Second Party, the First Party by written notice of not less than (07) days to Second Party can impose penalty, reduce or suspend further targets, cut in payment or suspend the payments (monetary) the Second Party. However such action shall be taken after notice in accordance with Clause 2.7.5 below.

2.7.3 Penalty for Deficiency in quality

In case of any deficiency in quality of the service delivered for by the Second Party with respect to Training centers not meeting standards as prescribed, Minimum guaranteed skills not delivered as assured and deficiencies with respect to placement services, the First Party shall impose penalty as deemed fit on the Second Party, subject to a maximum of 25% (Twenty five per cent) of the total training and Placement fee as applicable for that particular batch.

2.7.4 Encashment and appropriation of Empanelment Guarantee
The First Party shall have the right to invoke and appropriate the proceeds of the Empanelment Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Agreement and for recovering penalties.

2.7.5 Notification of Breach/Failure

The First Party shall notify the Second Party in writing the specific area of breach or failure by the Second Party requiring the Second Party to show cause as to why penal action cannot be initiated against the Second Party. The Second Party shall upon receipt of the notice, reply within a period as specified in the notice, failing which it shall be deemed that the Second Party has no objection to the initiation of penal process.

2.8 Termination of Agreement

a. Termination by First Party

First Party may terminate this agreement by written notice of not less than 10 days to Second Party, to be given after the occurrence of any of the events specified below.

I. If Second Party does not remedy a failure in the performance of its obligations under this Agreement, within 10 days of receipt after being notified or within such further period as First Party may have subsequently approved in writing;
II. If Second Party become insolvent or bankrupt;
III. If, as the result of Force Majeure (Clause 2.6), Second Party is unable to perform a material portion of services for a period of not less than 60 days (sixty days).
IV. If the Second Party commits a breach on the representation and warranties provided by it under Clause 1.2 above and is found to engage in any prohibited practices as described in Clause 3.6 below.
V. If any criminal proceedings are initiated against the Second Party by any courts in the country.
VI. Any other serious breach of the terms under this Agreement by the Second Party.

b. Termination by Second Party

The Second Party may terminate this Agreement, by not less than 30 days written notice to First Party, provide such notice is given after the occurrence of any of the events specified below.

I. If First Party fails to pay monies due to the Second Party Pursuant to this Agreement and not subject to dispute pursuant this agreement within 60 days (sixty days) after receiving written notice from Second Party that such payment is overdue; or
II. If, as the result of Force Majeure, Second Party is unable to perform a material portion of the services for a period of not less than 60 days.

c. Payment upon Termination

Upon termination of this Agreement First Party shall pay professional fee as per the agreed terms for services under any outstanding work orders satisfactorily performed prior to the effective date of termination.

d. No Objection

On termination of this agreement, the Second Party shall have no objection to the First Party appointing a Third Party to complete the services to be performed under the scope of this
Agreement and further Second Party shall reimburse all the amount(s) [paid by the First Party] and not utilized by it as part of its services as laid down in this Agreement.

e. **Black Listing**

In addition to termination as mentioned under 2.8 a above, The First Party reserves the right to put the Second Party under Black list depending on the severity of the event of default by the Second Party except in the case of sub clause 2.8 a (ii) & 2.8 a (iii).

**2.9 Indemnity**

Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the First Party may have under this Agreement and applicable law, the Second Party (the “Indemnifying Party”) hereby irrevocably indemnifies, defends, saves and hold harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and hold harmless, at all times the First Party and its respective directors and employees including officers and managers (each, an “Indemnified Party”), on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expenses, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the Indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

**2.10 Assignment**

The Second Party shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement. However, the Second Party may appoint franchisee/s for conducting the Training Programme on its behalf subject to approval of the franchisee agreement/s and proposed training centers by the First Party. This shall not be construed as assignment of rights and obligations of the Second Party.

**2.11 Severance**

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect or impair the legality, validity or enforcement of any other provision, or any part thereof. Should any provision of this Agreement be or become ineffective the Parties shall in good faith use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision, to be substituted for the provision so found to be void or unenforceable.

**2.12 Waiver**
The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

2.13 Survival

On termination of this Agreement, No Objection, Clause Indemnity, Clause Notice, Clause Confidentiality and Clause Arbitration shall survive.

3. OBLIGATIONS Of The Second Party

3.1 Standards of Performance

The Second Party shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate training, materials and methods. The Second Party shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the First Party, and shall at all times support and safeguard the First Party’s legitimate interests in any dealings with Third Parties.

The Second Party shall at all times during the currency of the Agreement undertake to conform to and comply with all relevant laws, rules and regulations including the following:

3.2 Terms of Reference

a. Scope of services:

The following scope of services shall be performed by the Second Party:

i. Market scanning to assess employment potential and tying-up for Placements in reputed Industries prior to bidding.

ii. Identifying youth along with the District Administration.

iii. Structuring the required training & skill up gradation inputs of standards approved by First Party.

iv. Sourcing required training & skill up gradation resources in adequate quantity.

v. Training in the identified employment areas as per the agreement.

vi. Ensuring the quality in the training as per the required standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.

vii. Regular assessments during training and updation in the First Party’s software.

viii. Coordination with potential employers and industrial networking for Placement.

ix. To provide placements for all the trained youth.

x. Placement of trained rural youth with special focus on Women, SC, ST, BC & Others, if any.

xi. Testing and Certification of trainees in accordance with external certification programme, if any introduced by the First Party,
xii. Post placement counselling and retention for 3 months

xiii. To periodically conduct post placement tracking / survey to understand the post-placement scenario of the employed youth on quarterly basis and updating First Party online for one year.

xiv. To devise extracurricular activities for wholesome development of trainees after the training hours like indoor and outdoor sports, exercises etc.

b. Training Capacity & work orders

i. The Second Party shall provide services to the First Party for the Courses in the Sector/s as detailed in Table 3 of Appendix - II and offer to provide dedicated training capacity as detailed therein.

ii. A training plan shall be submitted on a yearly basis indicating the tentative number of youth to be trained and placed District-wise, sector-wise and course-wise.

iii. All the District-wise Targets and Training Centre allocation shall be done at the discretion of First Party to the Second Party on submission of the District-wise, course-wise and centre-wise training calendar and training center details by the Second Party and after verification and confirmation of training centers by First Party.

iv. The work order shall be given by First Party from time to time giving the details of targets allotted and duration for which it is valid.

v. Work orders will be issued to the Second Party based on the performance of the Second Party which will be measured in terms of quality of training and placements and based on the capacity of the training centers with the Second Party from time to time.

vi. The Second Party shall comply with and confirm to the Training Programme Content as approved by the First Party, including but not limited to:
   a. Compliance with the concerned Certification Norms, if any.
   b. Training, infrastructure and Standards as laid down by the relevant Central / State / Local Authority.
   c. Adherence to Minimum batch strength, placements norms, time lines in implementation and biometric attendance etc., as specified
   d. Programme Specifications stipulated from time to time.

c. Training & Placement process:

The Second Party shall follow the following process to ensure that the Scope of Service mentioned above is carried out:

i. The First Party shall issue work orders (for every 6 months normally) after considering the request submitted by the Second Party with respect to its Training Capacity. The First Party shall vide the work order/s allot district-wise targets to the Second Party for providing the Service.

ii. The Second Party shall set up the necessary infrastructure, trainers and systems in place before the of trainings.

iii. The Second Party is advised to run atleast one fifth of training centres under their own management, as it is the policy of First Party to give preference to the own centres / leased centres (service provider) rather than franchisees.
iv. The Second Party along with the First Party’s district staff shall identify and counsel the suitable unemployed rural youth based on their qualification, aspirations, mobility etc.

v. The Second Party shall identify tentative placements for the potential trainees and communicate the same to the First Party for approval before freezing the batch for inception. The tentative placements shall be uploaded in the portal during the batch inception.

vi. The Second Party shall provide training and counseling to the youth in the identified employment areas, and shall ensure good attendance and participation of the youth in the Training Programme.

vii. The Second Party shall provide Boarding & Lodging facilities to the trainees wherever necessary.

viii. The Second Party shall provide Testing and Certification in case the First Party introduces the same in the future.

ix. The Second Party shall ensure that placements are provided to the trainees completing the training successfully.

x. The Second Party shall continue to track and counsel the placed trainees for at least one year from the date of placement.

d. Mobilization:

i. The Second Party in coordination with the First Party shall identify the prospective unemployed rural youth to undergo the required training programs to be conducted by the Second Party as per the work orders issued time to time.

ii. The Second Party shall coordinate with First Party in issuing the call letters to the youth. The Second Party shall also screen the candidates and select those who are suitable for the course.

iii. The Second Party would provide admission to the selected youth after screening (based on qualification, aptitude and aspirations of the youth and parents counseling). The Decision of the Second Party regarding admission of the prospective candidate shall be final and binding on the First Party provided the candidate screened belongs to the target youth of First Party. The Second Party will share the screening / counseling template with First Party. No batch shall start or freeze with a minimum strength below 75% of the course-wise batch strength fixed by the First Party.

e. Infrastructure

i. The Second Party shall ensure that all the training centers are well equipped with all basic infrastructure required for providing quality training. The training centre proposed to shall be completely dedicated to the First Party. The minimum training centre infrastructure required is detailed in Table 1 of Appendix -I attached.

ii. The Second Party shall ensure that the minimum IT Infrastructure specified in Table 2 of Appendix -I shall be available with all the Training Institutes.

iii. The Second Party shall be responsible for providing either directly or through an associate and managing the Boarding & lodging activities. The Boarding & Lodging expenses will be reimbursed to Second Party only and not to any of its associates or service providers. The residential facilities shall be as per the Table 3 of Appendix -I attached.

iv. The Second Party should ensure that every training centre should have Name Board which specifies it is a First Party training centre / Stickers / Posters and any other information to be displayed to the trainees as desired by the First Party.
v. The Second Party should ensure the cleanliness of the training centres during the training period.

vi. The Second Party shall ensure that for any computer related courses / Industrial Sewing machine operator course, training centre capacity is calculated on the basis of computer: trainees, ISMO : trainees etc and it is 1:3. Further, The Second Party shall ensure that every trainee in its Lab shall get hands on experience. For example, sharing a computer between two trainees in Lab timings is not allowed.

The Second Party shall put in place a dedicated Training Coordinator and his/her contact details shall be uploaded in the EGMM portal.

f. Training

i. The Second Party shall ensure that trainings are conducted compulsorily for the stipulated time as mentioned in Table 3 of Appendix - II. Further the Second Party shall ensure that:

   a. The class room strength shall not exceed 45 to facilitate effective training
   b. The batch strength cannot be less than 75% of the approved batch size for the course as per the training calendar
   c. Trainees shall be assessed as per the curriculum and graded for future reference.
   d. Quality trainers to train counsel and mentor the trainees.
   e. The printed training material for each course shall in variably be provided to the trainee.
   f. The day wise hour wise schedule shall be adhered to.

ii. The Second Party shall provide extensive training in agreed courses as described in Table 3 of Appendix - II in technical skills (both theory and practical), Communication skills, Exposure to concerned industries / organizations, work readiness and all relevant skills to the trainees which makes the trainee employable with minimum guaranteed skills as agreed upon and prescribed in the work order.

iii. Upon commencement of a batch, the Second Party shall provide the trainees with trainee entitlement sheet, timetable, and Training material.

iv. The Second Party shall monitor and review the program components to assess quality of delivery and learning achievement once every 15 days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment etc. The activity sheet of each course needs to be maintained online in EGMM Software.

v. The Second Party shall ensure that the Youth receive hands on practice in their Lab for a minimum of 2.5 hours on each day of training.

vi. The Second Party shall ensure parents meeting twice (beginning of the course and before the placements) in coordination with First Party.

vii. The Second Party shall ensure that the trainees shall complete the training successfully. Lesson planner/ Day planner needs to be maintained and updated continuously for each batch. Incase First Party introduces online planner through its software the Second Party shall also update the planner and status regularly in software.

g. Attendance

i. The daily attendance shall be monitored on bio-metric attendance system. The Trainees shall
be issued ID Cards by the Second Party as per the norms of the First Party.

ii. Attendance shall be taken twice a day Morning: 9:30 – 10:30 and 5.00-6.30 PM. The trainer & trainee are expected to give attendance.

iii. Physical registers shall also be maintained simultaneously by the Second Party.

iv. Once initiated, All the trainers and Admin staff will be registered and as per the First Party’s norms.

v. The minimum hardware prescribed in Table 2 of Appendix -I shall be available at the training centre on the date of work order. The Second Party shall ensure that all the bio-metric machines are in sync within last 2 days. The Second Party shall immediately notify the First Party and their respective vendor for non-updating of attendance due to any technical problem. The Second Party will solely be responsible for loss of attendance due to not taking attendance/ loss of machine/damage of bio-metric device.

vi. The Second Party to ensure/comply to see that no forgery/proxy attendance is update and also ensure trainees request for leave and also submit letter before going into leave.

vii. All the Boarding & Lodging expenses shall be reimbursed to the Second Party by the First Party based on Bio-metric Attendance.

viii. Any trainee having less than 40% attendance on a monthly basis shall be treated dropout automatically by the system.

h. Course curriculum

i. The Second Party in coordination with First Party shall design and finalise the course curriculum, training module etc. The Second Party shall conduct the courses as per the curriculum and skills standards which will be monitored on a regular basis by the First Party.

ii. The Second Party shall periodically upgrade, modify content of training modules in consultation with First Party.

iii. The Second Party shall strive to get the industry certification for the course.

iv. A set of the training module (including soft copy), the training kit and the Training of Trainers (TOT) module, including one copy of course curriculum, hour wise & day wise course module, trainers & trainees manual, training calendar – training centre wise and minimum expected guaranteed out comes or skills shall be submitted to First Party within 15 days from the Effective Date by the Second Party.

v. Soft skills content is a mandatory requirement of each and every course. It should constitute minimum 20% of the training duration. Indicative syllabus has been attached as Appendix – IV (Course Curriculum Guidelines). Training duration shall be devoted to impart the below mentioned skills wherever applicable.

- Soft Skills - (Compulsory for every one)
- Computer Skills (For 10th Pass and above) - (Wherever applicable)
- Counseling - (Compulsory for everyone)

i. Placements and Post Placements

i. The Second Party to report the proposed placements in First Party’s software before the finalization of the batch i.e. before inception.
ii. The Second Party must place all the trained youth in sectors relevant to the training imparted with good salaries and should comply with all the statutory norms of Government - like Minimum wages as applicable, PF, ESI etc. The placement shall be same as the area / field of training and the placements should be as far as possible close to the area of residence of the youth unless the youth is willing to take up a job farther away.

iii. All the placements shall be completed by last day of the training and the updation in the First Party developed portal shall be done by the Second Party not later than 15 days of batch completion date. Further delay attracts penalty.

iv. The Second Party shall maintain the database of each candidate being trained in specified trade / skill, placed beneficiary with the Name of Employer, Contact number, salary and designation of the trained youth and the same needs to be shared with First Party and to be updated to the First Party regularly for a period of one year on a quarterly basis.

v. The Second Party shall carry out continuous follow up with Employer Agency and will track the aspirants for at least one year after they start working. Second Party shall facilitate opening a bank account at a location close to the area / location of placement if the company has not opened it where placement has taken place. Where ever possible, Hostel arrangements etc may be facilitated by the Second Party in order to ensure better retention of placed youth in the Jobs.

vi. Post Placement report should be submitted after 3 months of placement to the First Party. The Second Party to ensure every youth placed provides his bank passbook with salary updated for 3 months for claiming post placement payment or any other equally acceptable and genuine proof or receipt or salary.

vii. The Second Party should track and submit the post placements tracking report to the First Party on a quarterly basis for at least one year from the date of placement online.

j. **Certification**

The Second Party shall provide course completion certification to all the candidates who have completed the training successfully. The certificate provided to the candidate shall carry EGMM, REEMAP and training Partner Logos on the certificate.

IF First Party finalizes any external certification process in the future, the Second Party shall comply to all the certification norms. However certification fee shall be reimbursed to the Second Party by First Party.

k. **Documentation & Monitoring**

i. The Second Party shall at all times maintain proper documentation at the training centre of all reports and process documents associated with the Training and placement programme/s such as inception report, placements report, post placements reports, staff & trainees’ attendance report, mess register, visitors register, etc and make the same available for inspection and verification by the First Party.

ii. The Second Party shall update the details of the youth in First Party’s Software in the given time frame on the following activities:

- Training Centre details
Quality Parameter details  
Inception details  
Planner and execution report  
Boarding & Lodging  
Placement details  
Post placement reports and tracking reports updation on a regular basis upto one year after placement

iii. A detailed table of software updation processes to be done by the Second Party is mentioned in APPENDIX III. The First Party shall consider the same data which is entered and strictly follow all the processes as per the data available in the First Party’s Software as mentioned in APPENDIX III.

iv. The Second Party shall be willing to upgrade itself technically to imbibe new technology or applications introduced by the First Party whether for administrative purposes or for methodology of training.

v. If any Training center or any franchisee and/or trainer/faculty member of the Second Party or its franchisee is found to deviate from the standards prescribed herein or as per the norms of First Party, or have failed in delivering the modules or the training activities properly, the First Party shall notify the Second Party to replace the concerned training center or Franchisee and/or trainer/faculty member and the Second Party shall comply with the requirement of the First Party with one month of receipt of the Notice.

3.2 The Second Party’s Personnel

i. The Second Party should have adequate training staff for conducting the training and placement programmes awarded to them by the First Party.

ii. The CVs of the qualified Team Leader and core Project Team/trainers/faculty members shall be submitted by the Second Party to the First Party for approval along with the course plan before award of Training Programme to them. Telugu Speaking Trainers with command over reading & writing of Telugu are preferred. One of the key team member should be qualified in IT.

iii. The Second Party shall put in place a dedicated training centre coordinator for each training centre who will be the point of contact for that training centre. The contact details of the training centre coordinator shall be displayed in the EGMM portal.

iv. The Second Party shall ensure that the trainers/faculty members at all their training centres shall have ID Cards as per the norms of the First Party and the trainers/faculty members mark their attendance through the bio-metric system at the Centre.

v. The Second Party shall ensure that the trainers are given TOT or TTT at regular intervals and their assessments are submitted to the First Party.

vi. A district mobilization coordinator shall be positioned by the training partner who has to liaise with JDM & PD DRDA and depute personnel to various mobilization camps/orientation meets of youth, parents, CBOs etc.

3.3 Delays:

The Second Party shall proactively do all the timely coordination between the First Party to ensure timely completion of its part. The Second Party shall also provide to the First Party all the necessary data required for expeditious decision making. If the services are impeded or delayed in spite of best
efforts by the Second Party, suitable time extension may be considered by the First Party provided First Party is satisfied/convinced about the reasons given by the Second Party.

3.4 Applicable Laws

The Second Party shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Second Party, comply with the Applicable Laws.

3.5 Confidentiality

a. Subject to Clause b below, each Party agrees with the other Party that it will keep confidential and shall not disclose to any third Person any Confidential Information with respect to the Training Programme and the Services.

b. Exceptions

A Party may disclose Confidential Information:

I. to the extent to which it is required to be disclosed pursuant to Applicable Law;

II. to the extent to which it is specifically permitted by the other Party in writing;

III. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 1 above); and

IV. to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

3.6 Fraud and Corrupt Practices

a. The Second Party and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the First Party shall be entitled to terminate this Agreement forthwith by a communication in writing to the Second Party, without being liable in any manner whatsoever to the Second Party, if it determines that the Second Party has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the First Party shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the First Party towards, inter alia, the time, cost and effort of the First Party, without prejudice to the First Party’s any other rights or remedy hereunder or in law.

b. Without prejudice to the rights of the First Party under Clause 3.5(a) above and the other rights and remedies which the First Party may have under this Agreement, if the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Second Party shall be Black listed for a period of at least 2 (two) years from the date the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
c. The following terms shall have the meaning hereinafter respectively assigned to them:

i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process.

ii. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the First Party with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4. PAYMENT TO THE Second Party

4.1 Training Fees

a. The Training Fee shall be inclusive of all costs including but not limited to a) uniform, b) Training infrastructure, c) training material, d) Exposure visit, e) OJT, etc. and shall be agreed for each course under each sector based on the lowest quoted rate by the Bidders and subject to negotiation by the First Party.

b. The First Party shall pay the Second Party Training Fees at the rates of Training Fee agreed for each course and as detailed in Appendix –II (Payment Norms) subject to the terms and conditions of this agreement and work order issued by the First Party for the respective Training Programme.

c. The number of Trainees (agreed minimum no. of youth in a batch for the particular course) undergoing a particular course and the percentage of placements and retention of trainees under that course will be based on the inception report submitted by the Second Party within 15 days of starting of a batch. To be considered in the inception report as a trainee, a youth would have to register a minimum attendance of 5 days of 15 days (through bio-metric system wherever applicable).

d. The First Party shall pay Training Fee to the Second Party in four tranches the following manner:

i. First Tranche equivalent to 25% of Training Fee upon submission of inception report to the satisfaction of the First Party.

ii. Second Tranche equivalent to 40% of Training Fee upon satisfactory submission of Placement report submitted / uploaded before 15 days checked and approved by First Party.

iii. Third Tranche equivalent to 25% of Training Fee upon completion of three (03) months from successful placement based on submission of Post placement report to the satisfaction of the First Party.

iv. Fourth Tranche equivalent to 10% of Training Fee upon completion of Twelve (12) months from successful placement based on submission of Post placement Tracking reports to the satisfaction of First Party.
• The Second Party shall be eligible for the full amount of second Tranche payment of the Training Fee only if it has achieved a placement of 70% or more of the trainees in the batch. The Second Party shall be eligible for pro-rata amount of second Tranche payment of the Training Fee only if it has achieved a placement of 60% - 69% of the trainees in the batch and the Second Party shall not be eligible for the second Tranche payment of the Training Fee if it has not achieved placement of at least 60% of the trainees in the batch. Further, Placement of only those trainees who have cleared the certification process under the training cum placement programme shall be counted for placements.

• The Second Party shall be eligible for the full amount of the Third Tranche payment of the Training Fee only if it has achieved retention of 70% or more of the trainees in the batch. The Second Party shall be eligible for pro-rata amount of the Third Tranche payment of the Training Fee only if it has achieved a retention of 60% - 69% of the trainees in the batch and the Second Party shall not be eligible for the Third Tranche payment of the Training Fee if it has not achieved retention of at least 60% of the trainees in the batch.

• The Second Party shall continue to track and counsel the trainees after the placement for at least 12 months after placing in jobs and submit to the First Party Post placement tracking reports with respect to the batch at the end of 6th, 9th and 12th month after the placement. The Second Party shall be eligible for the full amount of the Fourth Tranche payment of the Training Fee upon updating the status of all the trainees in the batch to the First Party.

4.2 Boarding and Lodging:

a. If the residential accommodation is being provided by the Second Party, the First Party shall reimburse the Boarding and lodging expenses to the Second Party in accordance with Table 2 of Appendix II and in the following manner:

i. The rate of reimbursement shall be Rs. 2400/- per month per residential trainee in Metros and Rs. 2100/- per month per residential trainee in Non-Metros. Trainees registering 80% and above attendance per month (through bio-metric system wherever applicable) will be treated as having full attendance and the Training Provider/Institution shall be eligible for full reimbursement for boarding & lodging expense (as mentioned above) of such trainees. Reimbursement of Boarding & lodging expenses of trainees registering attendance of less than 80% but above 40% will be paid on pro rata basis. Any Trainee registering attendance of less than 40% after inception report is generated will be treated as a drop-out from the course and no reimbursement for boarding & lodging expense shall be paid to the Second Party in the case of such trainees who have been deemed as drop-outs from next month onwards.

ii. The Reimbursement of Boarding & lodging expenses shall be made by the First Party on a monthly basis

iii. The Rate of reimbursement mentioned above shall include all expenses and taxes.

4.3 Utilization of the Training Centre infrastructure of the First Party

Wherever available, the First Party shall offer its existing Training Centres for use by the Second Party. In the event the Second Party utilizes the First Party’s Training Centres for conducting its training programmes, then the First Party shall deduct an amount of Rs 300 per youth per month from the applicable Training fee payment mentioned under Clause 4.1 above.

4.4 Empanelment Guarantee
The Second Party shall furnish an Empanelment Guarantee, equivalent to an amount of Rs..........., in the form of a Bank Guarantee no........ dated.......... The Second Party shall renew the Bank Guarantee on an annual basis so that the Empanelment Guarantee shall remain valid for a period of three years from the Effective date.

The First Party shall have the right to invoke and appropriate the proceeds of the Empanelment Guarantee, in whole or in part, without notice to the Second Party in the event of breach of this Agreement by the Second Party.

5. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

6. OPERATION OF THE AGREEMENT (5 repeated. renumbered – Clause 5 to 6)

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this clause shall give rise to a Dispute in accordance with Clause 7 hereof.

7. SETTLEMENT OF DISPUTES

7.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

7.2 Dispute resolution

a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub Clause (c) below.

b. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

c. Appeal: -
In the event of any Dispute between the Parties and the parties are not able to settle or in the event of one party is aggrieved by an action of the other Party, either Party may appeal to Principal Secretary, Rural Development Department, Government of Andhra Pradesh for amicable settlement, in writing not later than 15 (fifteen) days from the date of occurrence of the dispute or action to discuss and attempt to amicably resolve the Dispute.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives of the day and the year first above written

For
Employment Generation & Marketing Mission
(First Party)

For
______________________________________
(First Party)

Name:  
Designation:  
Date:  

Name:  
Designation:  
Date:  

**APPENDIX - I : Minimum Infrastructure Norms**

*Table 1 - Specifications for Minimum Training Centre Infrastructure*

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Specifications for Minimum Infrastructure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theory Classroom</td>
<td>With a Minimum capacity of 30 Chairs</td>
</tr>
<tr>
<td></td>
<td>White / Black Boards – 1</td>
</tr>
<tr>
<td></td>
<td>Notice Board – 1</td>
</tr>
<tr>
<td></td>
<td>Almarah -1</td>
</tr>
<tr>
<td>Practical Room</td>
<td><em>(A) In case of Computer related courses: Students (IT related Course 1:3)</em></td>
</tr>
<tr>
<td></td>
<td><em>(B) In case of other courses: Tools and equipment, infrastructure as per the norms of NCVT</em></td>
</tr>
<tr>
<td></td>
<td><em>(C) Common Infrastructure: for all trainings</em></td>
</tr>
<tr>
<td>Other Facilities</td>
<td>Drinking Water</td>
</tr>
<tr>
<td></td>
<td>Separate Wash Rooms for Boys &amp; Girls</td>
</tr>
<tr>
<td></td>
<td>Electricity</td>
</tr>
<tr>
<td>Study Material</td>
<td>Hand Books Related to Course</td>
</tr>
<tr>
<td></td>
<td>Motivational Story Books</td>
</tr>
<tr>
<td></td>
<td>Motivational Movies</td>
</tr>
<tr>
<td></td>
<td>Magazines</td>
</tr>
</tbody>
</table>
Table 2: Minimum IT Infrastructure

The below specified minimum IT Infrastructure shall be available with all the Training Institutes.

- One Desk Top with 3GB RAM, 300GB, 20” LCD, Key Board, Mouse, Speakers and mike. Windows7 Operating system is preferable.
- One Broad band with at least 512Kbps unlimited connectivity for best web based video (preferable 1MBPS).
- One GPRS based Bio-metric device with battery and AC supply for attendance.
- One High resolution 5 MP webcam with 640x480, up to 30 fps
- (optional) LCD projector (4000 lumens) with Screen and 10mt. cable for training on Audio/Visual content.

The IT infrastructure specified needs to be in place at the time of letter of award of target.

Table 3 - Minimum requirements for Residential Facilities

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hostels</td>
<td>Separate hostels for boys &amp; girls</td>
</tr>
<tr>
<td>Distance from training center</td>
<td>Maximum of 2 kms &amp; preferably within 1 KM.</td>
</tr>
<tr>
<td>Room : Students</td>
<td>30 Sq. Feet : 01 student</td>
</tr>
<tr>
<td>Bath Rooms / Toilets : Students</td>
<td>1:5 Ratio .Not more than 1:8</td>
</tr>
<tr>
<td>Food Menu</td>
<td>Week wise food menu should be displayed in the hostel (Minimum of 2.2 Kilo Calories per Day)</td>
</tr>
<tr>
<td>Drinking Water</td>
<td>Pure drinking water with good containers</td>
</tr>
<tr>
<td>Telephone (Coin Box)</td>
<td>Phone calls may be allowed in the specific time</td>
</tr>
<tr>
<td>First Aid Kit</td>
<td>First Aid Kit is compulsory</td>
</tr>
<tr>
<td>Medical Facility</td>
<td>On Call doctor facility</td>
</tr>
<tr>
<td>Warden</td>
<td>Separate Wardens for boys &amp; girls</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Security Guard</td>
<td>Security Guard service should be available round the clock</td>
</tr>
<tr>
<td>Wash Area</td>
<td>Area for cleaning the clothes</td>
</tr>
<tr>
<td>Registers</td>
<td>Attendance and Mess registers are compulsory</td>
</tr>
<tr>
<td>Hygiene</td>
<td>Kitchen, Dining Area and Toilets should be kept clean and the hostel rooms should be properly ventilated.</td>
</tr>
</tbody>
</table>
## APPENDIX – II: PAYMENT NORMS

### TABLE 1: Payment norms for Training Fees

<table>
<thead>
<tr>
<th>Mode of payment</th>
<th>Installments</th>
<th>Frequency</th>
<th>Rate</th>
<th>Conditions*</th>
</tr>
</thead>
</table>
| Performance linked payment of Training Fees | First installment   | • Based on Inception report to be submitted by the 15th day from the starting of Batch  
• Payment within 15 days of approval of Inception report | 25% of training fee | • To be considered in the Inception report as a trainee, a youth would have to have min. 5 days of attendance out of 15 days. |
|                                        |                      |                                                                           |               |                                                                            |
| Training Fee                           | Second Installment   | • Based on the Placement report to be submitted within 15 days from the date of completion of training  
• The report to be checked and approved by JDM  
• Payment within 15 days of approval of Placement report | 40% of training fee | • 0-59% placements:- no payment  
• 60 - 69 % placements:- Payment on prorata basis  
• 70% and above placements :- full payment  
(Only those youth who have cleared the certification process if introduced in future) |
| Includes cost of                       |                      |                                                                           |               |                                                                            |
| a) uniform,                            |                      |                                                                           |               |                                                                            |
| b) Training infrastructure             |                      |                                                                           |               |                                                                            |
| c) training material                   |                      |                                                                           |               |                                                                            |
| d) Exposure visit                      |                      |                                                                           |               |                                                                            |
| e) OJT etc                             |                      |                                                                           |               |                                                                            |
|                                        |                      |                                                                           |               |                                                                            |
|                                        | Third Installment    | • Based on the Post placement report submitted after 3 months from placements and verified by JDM  
• Payment within 15 days of approval of Placement report | 25% of training fee | • 0-59% placements no payment  
• 60 - 69 % retention on pro-rata basis  
• 70% and above retention full payment |
|                                        |                      |                                                                           |               |                                                                            |
|                                        | Fourth Installment   | • Based on the post placement tracking every quarter i.e. 6th, 9th, 12th month from the date of placements  
• Payment within 15 days of approval of last Post Placement tracking report | 10% of training fee | • full payment at the end of 12 months upon Updating the status of all the trainees to EGMM till one year  
(Only those youth who have cleared the certification process if introduced in future) |

* Please note that the placements and retention percentages will be calculated on the basis of Inception report
### TABLE 2: Payment norms for Reimbursement of Boarding & Lodging Expenses

<table>
<thead>
<tr>
<th>Mode of payment</th>
<th>Installments</th>
<th>Frequency</th>
<th>Rate</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement to the provider (Includes all expenses and taxes)</td>
<td>Upto Inception: Based on Biometric attendance in classroom</td>
<td>Monthly payments</td>
<td>Metros: 2400/- month</td>
<td>80% and above attendance per month will be treated as full attendance. Attendance less than 80% will be paid on pro rata basis. Any youth having attendance less than 40% after inception report is generated will be treated as drop-out from the course</td>
</tr>
</tbody>
</table>

| Non-metros: 2100/- month |

### Table 3: Course-wise Training Fee

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Course Name</th>
<th>Duration in days</th>
<th>Course Fee Per Candidate</th>
<th>Minimum starting Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX – III: Software requirements & Processes

### Table 1: Software Updation

<table>
<thead>
<tr>
<th>S.No</th>
<th>Software Updation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training Centre details</td>
</tr>
<tr>
<td>2</td>
<td>Selection of candidates in software</td>
</tr>
<tr>
<td>3</td>
<td>Registering candidates into bio-metric system</td>
</tr>
<tr>
<td>4</td>
<td>Finalization of batch and confirmation from Training partner Head Office</td>
</tr>
<tr>
<td>5</td>
<td>Uploading the inception bills</td>
</tr>
<tr>
<td>6</td>
<td>Daily biometric attendances</td>
</tr>
<tr>
<td>7</td>
<td>Uploading the Boarding &amp; Lodging monthly bills</td>
</tr>
<tr>
<td>8</td>
<td>Uploading batch status &amp; quality parameters online continuously</td>
</tr>
<tr>
<td>9</td>
<td>Placements updation and sending to JDM</td>
</tr>
<tr>
<td>10</td>
<td>Uploading the Placement linked instalment bill</td>
</tr>
<tr>
<td>11</td>
<td>Updating Post placement verification report</td>
</tr>
<tr>
<td>12</td>
<td>Uploading post placement bills</td>
</tr>
</tbody>
</table>

### Table 2: EGMM SOFTWARE PROCESSES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masters</td>
<td>Training Partner</td>
<td></td>
<td>Registering the bank details, Training center details and Bio-metric device</td>
</tr>
<tr>
<td>Batch Planning</td>
<td>JDM</td>
<td>-21</td>
<td>In coordination with training partner and quarterly admin approval</td>
</tr>
</tbody>
</table>

Registering the bank details, Training center details and Bio-metric device for EGMM own centers.
<table>
<thead>
<tr>
<th>Call letter issuing</th>
<th>JDM / Training Partner</th>
<th>(-21 to -10)</th>
<th>Filtering the database according to the relevance and preferences and posting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batch mapping</td>
<td>Training Partner (Dist Login)</td>
<td>0 to 15</td>
<td>Mapping the candidates and registering them to the bio-metric id generated</td>
</tr>
</tbody>
</table>

**Inception Process**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception bill generation</td>
<td>Training Partner (Dist Login)</td>
<td>12th to 15th</td>
<td>Partner at district level chooses the candidates to be sent to head quarters wherein a bill proforma is also generated along with the list of the candidates. If partner fails to do so system automatically calculates 5/15 attendance and forwards the batch to Head office level</td>
</tr>
<tr>
<td>Inception bill generation</td>
<td>Training Partner HO</td>
<td>15th onwards (Day X)</td>
<td>Training partner finalises the batch coordinating with dist level and forwards the batch to JDM along with the bill proforma. EGMM intends to e-process all files through Digital signatures after which these proforma bills will be formalised as original bills</td>
</tr>
<tr>
<td>Inception Bill payment</td>
<td>JDM</td>
<td>(Day X to X+3)</td>
<td>JDM verifies the batch and forwards to Pd with reference of quarterly admin approvals already taken from Dist. Collector If JDM fails to forward on the third day from the date the batch is forwarded to him, The system automatically forwards the batch to PD</td>
</tr>
<tr>
<td></td>
<td>PD</td>
<td>Day X+3 to X+10</td>
<td>Financial proceedings are automatically generated and forwarded to PD, DRDA. PD, DRDA is supposed to clear the bill within 7 working days failing to which alerts are send to CEO, EGMM.</td>
</tr>
</tbody>
</table>

**Attendance and Food Bills**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
</table>
## Attendance Calculation

Software automatically calculates the attendance using bio-metric system. All sundays and holidays are calculated present if the preceeding and succeeding days are present only. If any candidate has less than 40% attendance after one month, He will be automatically dropped from system.

### Food Bill Calculation

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Bill</td>
<td>Software</td>
<td>monthly (30 days)</td>
<td>If 80% and above system calculates full amount If less than 80%, system calculates pro-rata. For candidates having 40% below and dropped, system will not allow any more food bills from the succeeding month onwards.</td>
</tr>
</tbody>
</table>

## Food Bills

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Partner</td>
<td>Training Partner (Dist Login)</td>
<td>Monthly</td>
<td>Generates and forwards the proforma bill to Training Partner HO along with System generated candidate-wise attendance based costs. If Dist Partner fails to forward it even after 3 working days from the date of completion of 30 days of that installment, System verifies for Bio-metric Sync and automatically forwards the bill and Individual candidate-wise attendance sheet to Tr.Prtr HO.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Partner</td>
<td>Training Partner (HO)</td>
<td>Monthly (Y)</td>
<td>Officially forwards to JDM.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>JDM</td>
<td>JDM</td>
<td>Monthly (Y+ 3)</td>
<td>Forwards to PD, DRDa after verification, and if fails to do so within 3 working days, the bill is automatically transferred to PD, DRDA as an auto generated proceeding.</td>
</tr>
</tbody>
</table>

## Placement Process

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility Center</th>
<th>Day</th>
<th>Software Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Placement companies Registration</td>
<td>Training Partner</td>
<td>On-going</td>
<td>Training Partners register all the companies with which they have tie-ups.</td>
</tr>
</tbody>
</table>
EGMM HO will either map the Training partner and organization details entered to the already existing database of companies or Add as a new organization. This will help EGMM in analysis and evaluation of sector/Industry and the recruiting organization along with the training partner Performance.

<table>
<thead>
<tr>
<th>Placement selection</th>
<th>Training Partner (Dist. Level)</th>
<th>Max by 15th day of completion of training</th>
<th>Training partner at district level will select the companies from already existing company list and map youth and for placements providing details of salary, designation etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Partner</td>
<td>Max by 15th day of completion</td>
<td>Training Partner at HO level reconfirms and forward to JDM.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>day of completion of training</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Z)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>JDM</td>
<td>Within 15 days from the date (Z)</td>
<td>Physically verifies the placements and approves the batch.</td>
</tr>
</tbody>
</table>

**APPENDIX – IV: Common Topics to be covered in all Trainings**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Counseling</th>
<th>Soft Skills</th>
<th>Computers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Awareness of the program</td>
<td>Induction &amp; self sustenance skills</td>
<td>Introduction to computers</td>
</tr>
<tr>
<td>2</td>
<td>importance of change</td>
<td>Employability Skills</td>
<td>MS-Word</td>
</tr>
<tr>
<td>3</td>
<td>Decision making skills</td>
<td>Job Readiness</td>
<td>Ms- excel</td>
</tr>
<tr>
<td>4</td>
<td>grooming &amp; hygiene</td>
<td>Company Expectations</td>
<td>Ms-Power point</td>
</tr>
<tr>
<td>5</td>
<td>Setting up Kitchen advantages &amp; Benefits</td>
<td>Transformal skills(Attitude)</td>
<td>Internet &amp; website concepts</td>
</tr>
<tr>
<td>6</td>
<td>Time management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Addressing personal issues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Awareness generation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Breaking Mental bocks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Post placement Counseling</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Shall be continuously revised and improved by both the Parties.

*** End of MoU **