

ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

Sl. No: 14774 Date: 17/11/2014.
Sold To : N.V. Prabhakar
S/o : N. Ramu R/o. Hyd.
To Whom : Dhatri Foundation, Hyd.

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BF 381694

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MEMORANDUM OF AGREEMENT

**For Employment through Skill Training and Placement of Urban Un-
employed Youth under the Placement Linked Skill Training Programme
of (NULM) MEPMA**

Between

**Mission for Elimination of Poverty in Municipal Areas (MEPMA),
Municipal Administration & Urban Development Department, Govt. of
Telangana**

and

Dhatri Foundation, Hyderabad

M. V. Prabhakar
Mission Director

Dhatri



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into on this 17th day of November 2014 between the Mission for Elimination of Poverty in Municipal Areas (MEPMA), a Society set up by the Government of Telangana, acting as State Urban Livelihoods Mission (SULM) for implementation and monitoring of Employment through Skills Training & Placement (EST&P) programme under National Urban Livelihoods Mission (NULM) having its Head Office at 3rd Floor, E-in-C (Public Health Office Building) AC guards Hyderabad - 500004, District Level Offices and ULBs represented by its Mission Director, **Smt. P.Anuradha**, hereinafter called '**The First Party**',

And

M/S Dhatri Foundation society registered under the societies registration act 1962), having its registered office at 7-1-246/95, BJR Nagar, opp. Nature cure Hospital SR Nagar, Hyderabad-17 represented by its authorized person Smt. Brahmandam Hyma, CEO, empanelled for NSDA and /or partners of NSDC hereinafter called '**The Second Party**'.

The expressions "First Party" and "Second Party" shall, unless repugnant to the context or meaning thereof, include its administrators, executors, nominees, successors and assigns,

The First Party and the Second Party are collectively referred to as the 'Parties' and severally as the Party.

WHEREAS

- A. The First Party, is a Society set up by the Government of Telangana, Municipal Administration Urban Development Department under the Telangana (TA) Public Societies Act 1350 F and act as SULM for implementation and monitoring of EST&P programme under NULM with the objective of providing an asset to the urban poor in the form of skills for sustainable livelihood to increase income through structured, market oriented certified courses by providing salaried employment and/ or Self employment opportunities through various partnerships and industry tie-ups and also to ensure inclusive growth with increased contribution of skilled urban poor to the National Economy.
- B. The First Party works in a public-private partnership mode where government, private sector professionals and urban community are stake holders. One of the important models adopted by the First Party in achieving its objectives is to provide salaried/self-employment opportunities to the urban poor by implementing Employment through Skill Training and Placement programme under NULM conducted through Skill Training Providers empanelled by NSDA/NSDC.
- C. Second Party is an institution in the field of imparting vocational training in different disciplines and providing placements.
- D. It has been the concern of the Parties to develop the human resources 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.

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Mission Director



- E. To implement the EST&P programme the First Party selected the 'Skill Training Providers/Institutions' who are already empanelled by NSDC/NSDA. The Second Party is one of the respondents who have submitted the proposals with requisite technical and financial qualifications. After due scrutiny of the proposals received, the Second Party has been selected for the specific sector/s as will be specified in the work order.
- F. In pursuance thereof, the Parties have agreed to enter into this Agreement.

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

1. GENERAL - Definitions and Interpretation

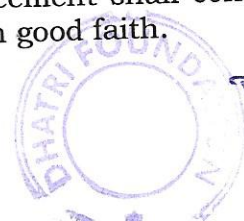
a. Definitions:

- 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 10**;
 - iv. "**Dispute**" shall have the meaning set forth in **Clause 15**;
 - v. "**Effective Date**" means the date of this Agreement
 - vi. "**Government**" means the Government of India or the Government of Telangana as the context requires.
 - vii. "**INR, Re. or ₹.**" means the official currency of Republic of India
 - viii. "**Personnel**" mean persons hired by the Second Party for performance of specific services.
 - ix. "**Service/s**" means the job/work to be performed by the Second Party pursuant to this Agreement, and work orders issued by the First Party from time to time;
 - x. "**Training Fees**" shall have the meaning set forth in Clause 3.1.
 - xi. "**Third Party**" means any person or entity selected by the First Party for providing certain services under this Agreement as contingencies require.
 - xii. "**Work order/s**" shall mean the letter issued by the First Party to the Second Party to commence the works as will be specified therein in terms of this Agreement.
- b. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them if any, mentioned in the work orders issued by the First Party, shall apply and be binding on the Second Party.
- c. While 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, they are to be taken as mutually explanatory to each other. However, in the event of any conflict between them, the order of precedence of the documents shall be in the order set out below:
- This Agreement Including its Annexure and Schedules
 - Work order/s issued by the First Party.

Any Annexure or Appendix or Schedule that forms part of the Agreement is not available at the time of execution of this Agreement, the same shall be added later duly signed by the Parties.

- 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 in each instance and resolve such doubts in good faith.

Wgny
Director
Ministry of Poverty



- e. The Table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- f. Notwithstanding anything contained herein, 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 the Parties and such action/modification does not require any mutual consent for its implementation.
- g. Certain provisions are repeated under general clauses and also under specific headings and sub-headings carrying same contents and meaning and they must be understood construed accordingly.

2. Terms of Reference

2.1 Scope of services:

- a. The services to be performed by First Party shall be as under:
1. To identify and counsel the suitable unemployed urban youth based on their qualification, aspirations, mobility etc. and provide the candidates to the training center.
 2. To empanel the 3rd Party Certifying Agency for assessment and allot to the batches of the Second Party.
 3. To release of payments within time, if the payment is delayed beyond 15 days from the concerned authority, based on the alert the First Party would intervene for releasing the payments.
- b. The services to be performed by the Second Party shall be as under:
- i. Undertaking market scanning to assess employment potential and tying-up for Placements in reputed Industries prior to starting the batches to be trained.
 - ii. Structuring the required training & skill up gradation inputs based on standards approved by First Party and as per requirement of the industry.
 - iii. Maintaining the sources required for training & skill up gradation in adequate quantity.
 - iv. Setting up own centers with prescribed infrastructure in the proposed towns as given in the work order.
 - v. Imparting training in the identified employment areas as per the agreement.
 - vi. Providing soft skills as per the inputs indicated in item-4 at Appendix-II.
 - vii. Ensuring the quality in the training as per the required standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.
 - viii. Undertaking regular assessments during training and updation in the First Party's software.
 - ix. Providing apprenticeship & On the Job Training (OJT) to the trainees.
 - x. Coordinating with potential employers and industrial networking for Placement.
 - xi. Providing placements for all the trained youth.
 - xii. Facilitating opening of basic saving bank deposit account for such of the candidate who do not have a bank account.
 - xiii. Maintain record of information like appointment letter, pay package / remuneration etc of the candidates provided with wage employment and submit to ULB/SULM.

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- xiv. Placement of trained urban youth with special focus on Women, SC, ST, Minorities & PWDs.
- xv. Post placement counselling and retention for 6 months.
- xvi. Devising extracurricular activities for wholesome development of trainees after the training hours like indoor and outdoor sports, fitness exercises etc.
- xvii. Develop and maintain online Management Information System (MIS) for recording information of all candidates including contact details, bank account details, status of assessment and certification, status of placement etc., on website.
- xviii. Update the information of the candidates in the national MIS for NULM portal as specified by the MoHUPA/ MIS for EST&P Portal as specified by MEPMA.

c. 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 1 of Appendix - II** and 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/ULB wise, sector-wise and course-wise.
- iii. Fixation of ULB-wise Targets shall be done at the discretion of First Party on submission of centre-wise training calendar for all the courses.
- iv. 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.
- v. The Second Party shall comply with and conform to the Training Programme Content as approved by the First Party, including but not limited to:
 - i. Compliance with the concerned Certification Norms,
 - ii. Infrastructure Standards as specified in **Appendix- I**.
 - iii. Adherence to Minimum batch strength, placements norms, time lines in implementation and biometric attendance etc., as specified
 - iv. Programme Specifications stipulated from time to time.

d. Training & Placement process:

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

The First Party shall issue work orders after considering the request submitted by the Second Party with respect to its Training Capacity. The First Party shall provide the work order/s allot district/ULB and Course wise targets to the Second Party for providing the Service.

- i. The Second Party shall set up the training center with necessary infrastructure, trainers and relevant equipment in place before start of the training Program.

- ii. The Second Party should conduct training in its own centers and no franchise is allowed.
- iii. The trainers should be suitably qualified with relevant experience and should undergo ToT.
- iv. The Second Party shall put in place a dedicated and qualified Training Coordinator and his/her contact details shall be uploaded in the portal.
- v. The Second Party shall identify placements for the trainees and communicate the same to the First Party for approval before freezing the batch for inception.
- vi. The Second Party shall provide training to the youth in the identified employment areas, and shall ensure 75% attendance and participation of the youth in the Training Programme.
- vii. Meeting with parents should be arranged by the Second Party thrice (before selection, during training & at the time of placement)
- viii. Duration of all courses should be minimum of 3 months (475) hours and depending on the trade and course module, duration may vary.
- ix. The Second Party shall provide (a) Soft skills, basic communication skills (in English), basic computer skills for other than ITeS sector (b) personality & career development etc., (c) Orientation and awareness on various aspects of financial literacy i.e. savings, credit, subsidy, remittance, insurance etc., and (d) Information regarding other Govt. schemes (including other components of NULM) and entitlements for poverty alleviation to the trainees.
- x. The soft skills training should be for an hour per day.
- xi. Weekly assessment of the trainees should be done by conducting exams and report the same to ULB/SULM.
- xii. ID cards, Timetable and Training material to be handed over to the trainees within 5 days after commencement of the training.
- xiii. Bio-metric attendance to be maintained and to be taken at starting and ending of the session apart from attendance in NULM Log in and manual attendance.
- xiv. Special attention to be devoted for such of the trainees who are lagging behind in learning.
- xv. Day wise Session plan to be displayed at the center.
- xvi. The Second Party should ensure that all candidates are qualified in the assessment.
- xvii. The Second Party is responsible for re-training and re-assessment if any candidate fails in assessment and such cost for unsuccessful candidates shall be borne by the Second Party.
- xviii. Industry interface to be provided by facilitating guest lectures from the employers and arranging exposure visits.
- xix. Trainees should be readied for the interviews by conducting mock-interviews, preparation of Resumes before sending for the placements.
- xx. The Second Party shall ensure that placements are provided to the trainees completing the training successfully with assured monthly salary as per the minimum wages act and industry standards.
- xxi. The Second Party shall facilitate the opening of basic saving bank account for all the candidates who do not have bank account.

- xxii. The Second Party shall continue to track and counsel the placed trainees for at least 6 months from the date of placement.

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 shall be completely dedicated to the First Party. The minimum training centre infrastructure required is detailed in **Table 1 of Appendix -I**.
- ii. The Second Party shall ensure that the minimum IT Infrastructure specified in **Table 2 of Appendix -I** should be available with all the Training Centers.
- iii. The Second Party shall ensure that the minimum course wise tool kit specified in **Table 3 of Appendix-II** be available in the Training Center.
- iv. Separate wash rooms for girls and boys, Training hall with 40 chair capacity, 3-phase power, white board, ventilation, fans, purified water, first aid kit and fire extinguisher should be provided in the center.
- v. The Second Party should ensure that every training centre should have Name Board which specifies that it is a First Party training centre as specified at **Item-3 in Appendix-I**. Further, Stickers, Posters and any other information to be displayed as desired by the First Party.
- vi. The Second Party should ensure the cleanliness of the training centers during the training period and no material of explosive nature is kept.
- vii. The Second Party shall ensure that for any computer related courses / Industrial Sewing machine operator course, and other courses training centre capacity is calculated on the basis of trainees and it should be 1:2. Further, The Second Party shall ensure that every trainee in its Lab shall acquire required skills without fail. However the said ratio may be modified by the First Party as per the exigencies.

f. Training

- i. The Second Party shall ensure that training programmes are conducted compulsorily for the stipulated period of minimum 3 months (minimum 475 hours) and the actual training session should start at 9.30 AM and end at 4.30 PM. Further the Second Party shall ensure that:
 - a. The Trainers & field staff of the Second Party should undergo one day orientation to be organized the First Party
 - b. The class room strength shall not exceed 40 to facilitate effective training.
 - c. Trainees shall be assessed as per the curriculum and graded.
 - d. Trainers to train counsel and mentor the trainees as per the guidelines of the programme.
 - e. The trainees who are lagging behind should be given special attention.
 - f. The printed training material for each course shall invariably be provided to the trainee within 5 days from the commencement of training.
 - g. The day wise, hour wise schedule shall be adhered to.
- ii. The Second Party shall provide extensive training in courses as described in **Table 1 of Appendix - II** in technical skills (both theory and practical), Communication skills, Exposure to concerned industries / organizations make the trainees work-ready which makes the trainee employable with minimum guaranteed skills as agreed upon and prescribed in the work order.
- iii. The Second Party shall monitor and review the program components to

assess quality of delivery and learning achievement once every 7 days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment etc.

- iv. The Second Party shall ensure that the Youth receive hands-on practice in their Lab for a minimum of 70% time of each day of training and 30% time should be class room (Theoretical)
- v. The Second Party shall ensure parents meeting thrice (beginning of the Training, during the training and before the placements) in coordination with First Party.
- vi. 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. In case 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 **as per item 5 at Appendix-I** apart from the NULM login and manual attendance.
- ii. Attendance shall be taken twice a day Morning: 9:15-9.30 AM and 4.30-4.45 PM. Manual registers shall also be maintained simultaneously by the Second Party. However, only bio-metric attendance would be considered for releasing payments. Finger registration (with all 10 fingers) of the trainee should be taken in the presence of First Party's staff.
- iii. The Second Party shall ensure that all the bio-metric machines are in sync within 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 and downtime of bio-metric system should not be more than 48 hours. The Second Party is solely responsible for loss of attendance due to not taking attendance/ loss of machine/damage of bio-metric device/ not synching and other such technical problems.
- iv. The Second Party shall ensure/comply that there will not be any forgery/proxy attendance which will be viewed seriously by First Party and necessary action will be taken against Second Party under this Agreement and the law as well.

h. Course curriculum

- i. The Ministry of Labor & Employment has designed curriculum for a list of Modular Employable Skill (MES) courses under the Skill Development Initiative Scheme. The Curriculum as provided by MoL&E should be the base for the skill training courses of proposed program. For the courses which do not prescribed MES courses then the curriculum approved by the First Party should be followed.
- ii. The First Party in coordination with Second Party shall design and finalize the course curriculum, training module etc. The Second Party shall impart the training as per the curriculum and quality standards will be monitored on a regular basis by the First Party.
- iii. The Second Party shall periodically upgrade, modify content of training modules with approval of the First Party.
- 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 7 days from the Effective Date by the Second Party.

- v. The courses identified by the Second Party will be examined and considered based on the potential for employability.
- vi. Soft skills content is mandatory requirement of all courses. It should constitute one hour per day. The Second Party shall ensure to provide soft skills to all the trainees as specified at **item 4 in Appendix-II.**

i. Placements and Post Placements

- i. The Second Party shall report the proposed placements to First Party before the finalization of the batch i.e. before inception.
- ii. The Second Party must place all the trained youth (minimum should be 50%) in sectors relevant to the training imparted with good emoluments/pay package as per minimum wages act and industrial standards. The placement shall be in the same sector/ 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 done by the Second Party not later than 30 days of batch completion date. Further delay attracts penalty.
- iv. The placements will be verified by the First Party within 15 days after the Second Party uploaded the placements in the portal and on submission of request for payment.
- v. 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.
- vi. The Second Party shall carry out continuous follow up with Employer Agency and will track the aspirants for at least 6 months after they start working and submit post placement report after 6 months of placement to the First Party.

j. Third Party Certification

- i. The First Party through a 3rd party (Certifying Agency) will conduct assessment of all the trained candidates with a minimum attendance of 75% at the end of the training period. The Second Party shall comply with all the certification norms and should work in coordination with certifying agency during assessment.
- ii. The First Party informs the Certifying Agency about the completed batches and provides work order to the suitable certifying agency to do the assessment and informs the same to the Second Party.
- iii. As and when the candidates completes the training and are ready to undergo assessment, the STP shall inform the allotted Certification Agency with details of number of candidates to be assessed, trades to be assessed and location of the training center.
- iv. The Certification Agency should ensure assessment and declaration of results, issue of certificates within 10 days of receipt of the request from the STP.

- v. The failed candidates in the assessment should be re-trained and send them for re-assessment by the Second Party and the cost should be borne by Second 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, 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 trainees indicated in First Party's portal in the given time frame.
- iii. A detailed table of software updation processes to be done by the Second Party, in the First Party software is mentioned in **APPENDIX IV**, apart from the NULM portal. 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 in addition to the NULM portal.
- 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 of the Second Party found deviating from the standards prescribed herein or as per the norms of First Party, or has failed in delivering the modules or the training activities properly, the First Party shall notify the Second Party to replace the concerned training center and the Second Party shall comply with the requirement of the First Party immediately.
- vi. If any trainer/faculty member of the Second Party found deviating from the standards as prescribed by the First Party, or has failed in delivering the modules or the training activities properly, the First Party shall notify the Second Party to replace the concerned trainer/faculty member and the Second Party shall comply with the requirement of the First Party immediately.

1. The Second Party's Personnel

- i. The Second Party should have adequate training staff for conducting the EST&P programme awarded by the First Party. The Parties understand, admit and acknowledge that the personnel engaged by the Second Party shall not be the employees of the First Party and there shall not be any Employer-Employee relationship between such personnel.
- ii. The CVs of the qualified Operations and Training staff shall be submitted by the Second Party to the First Party for approval before commencement of the training.
- 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 along with district coordinator.
- iv. The Second Party shall ensure that the trainers & faculty members at all their training centers shall have ID Cards **as specified at item 4 in Appendix-I** 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 at regular intervals and their assessments are submitted to the First Party.

- vi. The First Party will provide one day orientation on the EST&P programme and other quality parameters to be followed by the operations and training staff of the Second Party.

m. Location

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

n. Delays:

The Second Party shall proactively do all the timely coordination with the First Party to ensure timely completion on 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. PAYMENT

3.1 Training Fees

- a) The Training Fee as ^{proposed} ~~agreed~~ by the First Party is inclusive of all costs and taxes applicable including a) Training infrastructure b) training material c) Exposure visit e) OJT etc. and shall be agreed for each course under each sector.
- b) The First Party shall pay the Second Party training fee at the agreed rates for each course as detailed in **Appendix-III (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 number 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 20 working 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 10 working days of first 15 working days (through bio-metric system and NULM login)
- d) The First Party shall pay training fee to the Second Party in Four tranches in the following manner:
- i. First Tranche equivalent to 30% of training fee upon submission of inception report to the satisfaction of the First Party. The payment will be released based on the attendance of the candidates i.e., each candidate should attend 10 working days out of first 15 working days.
 - ii. Second Tranche equivalent to 20% of training fee upon satisfactory submission of training completion and assessment reports and uploaded within 12 days of batch completion,

checked and approved by First Party. The Second tranche Payment will be made upon submission of details of the number of qualified trainees of the batch in the assessment.

- iii. Third tranche equivalent to 30% of Training fee upon completion of successful placement to the eligible candidates. To qualify for the 3rd tranche the Second Party should provide minimum of 50% placements of the inception batch. (a) The Second Party shall be eligible for the full amount of Third Tranche of the training fees only if it has achieved a placement of 60% or more of the trainees of the inception batch. (b) The Second Party shall be eligible for pro rata amount of 3rd Tranche payment only if it has achieved a placement of 50-59% of trainees in the inception batch. (c) If the placements are below 50% then no payment will be released.
- iv. Fourth tranche equivalent to 20% of training fee upon submission of post placement report for 6 months to the satisfaction of the First Party. To qualify for the 4th tranche the Second Party should provide minimum of 50% retention of the inception batch. (a) The Second Party shall be eligible for the full amount of 4th tranche of the training fees only if it has achieved retention in placements of 60% or more of the inception batch size. (b) The Second Party shall be eligible for pro rata amount of 4th tranche payment only if it has achieved retention in placements of 50-59% of inception batch. (c) If the retention on placements is below 50% then no payment will be released.

3.2 Documents requirement for payment:

The Second Party shall furnish the following documents along with

Invoice/ bill for release of payments as specified below:

- i. **For Inception payment:** 1. list of candidates with self attested passport size photos, 2. attendance sheet, 3. Photographs of the center, class rooms and Lab duly signed by the Second Party.
- ii. **For Training & Assessment payment:** 1. List of candidates, 2. Batch completion photo, 3. Assessment photo, 4. Attendance sheet of training & assessment 5. Certificate from Assessment agency. These documents should be duly attested by the Second Party.
- iii. **For Placement payment:** 1. List of placed candidates 2. Confirmation letter/ Appointment letter, 3. work place photographs of all placed candidates, 4. Salary details from the employer. These documents should duly countersigned by the Second Party.
- iv. **For Post-Placement payment:** 1. pay slips for 6 months, 2. work place photograph, 3. Service Certificate from the employer duly countersigned by the Second Party.


Mission Director



3.2 Suspension of Payments / penalties by First Party

- a. In cases where, 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 or his/her designate may initiate and finalize any of the following penal action against the Second Party:
- *Lack of infrastructure*
 - *Not issuing ID cards, Training Material and Tool Kit.*
 - *Insufficient faculty at the center.*
 - *Non compliance with training schedule.*
 - *If fraudulent practices are adopted e.g. Wrong uploading placements, salaries.*
 - *If found manipulation of attendance.*

First Party will impose penalty up to 25% on the payment received by the Second Party or cancel the training center of the Second Party or both as per the case.

- b. Debarring/ terminating of the Second Party for a specified period if the Second Party not complied with the terms & conditions of the MoA.
- c. First Party may by written notice to Second Party, suspend all the payments to Second Party here under (except in relation to those services which have been performed to the satisfaction of the First Party and in conformity with the provisions of this Agreement) 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. If the explanation of the Second Party is not satisfactory to the First Party, the First Party may issue Suspension Notice specifying the period of suspension and other relevant details. The decision of the First Party in this regard shall be binding on the Second Party.

c. Penalty for Deficiency in quality

- (i) In case of any deficiency in quality of the service delivered 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 specified below on the Second Party, subject to a maximum of 25% (Twenty five per cent) of the total training and Placement fee applicable for that particular batch.

- If number of qualified trainees is below 75% of the total batch size – a penalty equivalent to 10% of the total paid amount.
- If numbers of placed candidates are below 50% - a penalty equivalent to 15% of the total paid amount.

d. Other Penalties

Notwithstanding anything contained herein and without prejudice to its rights and entitlements, the First Party may have under this Agreement or under any other law and equity, in case of violations of / deviations from the conditions in the agreement, guidelines and norms of First Party by the Second Party, the First Party shall be entitled to impose penalty and with a seven days (7) notice to reduce or suspend further targets, cut in payment or suspend the payments (monetary) to the Second Party besides recovery of the same by invoking the Guarantee.

4. Performance Guarantee:

The Second Party shall furnish a Performance Guarantee by means of a Bank Guarantee issued by any scheduled commercial bank payable at Hyderabad for Rs. 5, 00,000/- valid for two years at the time of signing of Agreement.

The performance guarantee is invoked either or partly for any amount due by the Second Party to the First Party or in case of pre – termination of the agreement for the defaults and non compliance of the terms and conditions of the agreement, it shall be the responsibility of the Second Party to replenish the Guarantee within 7 (days) of such invocation failing to do so shall amount to a default or non-compliance of its obligations leading to termination of the Agreement.

5. COMMENCEMENT AND COMPLETION

a. Tenure of Agreement

This Agreement shall come into force from the date of this Agreement (the “**Effective Date**”) and shall be valid for one year from the date of agreement unless determined earlier.

b. Commencement of Services

The Second Party shall commence its performance of Service within a period of 7 (seven) days from the receipt of work orders, unless otherwise agreed by the Parties. The First Party will issue the work order after due verification of various parameters of training centers and with infrastructure facilities.

6. RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Parties shall be as stipulated in the Agreement, and in particular:

a. Second Party shall train and provide placements to the identified urban unemployed youth in the different districts of the State under the Training Programme prescribed by the First Party in accordance with the provisions of the Agreement; and

b. Standards of Performance by the Second Party - 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 methodology, 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.

- c. 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.
- d. The First Party shall make payments to the Second Party in accordance with the provisions of the Agreement.

7. Force Majeure (FM) Event

- a. 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.
- b. 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 hereinabove which continued for more than 7 (seven) continuous days, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the Force Majeure Event relied on, giving 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 during a period of 60 days to resolve the issue. Where the effected Party is unable to resume the works and unable to resolve the said issues, may terminate the Agreement with a 7 (seven) days prior notice to the other Party in which case, subject to recovery of any penalties or other dues the Guarantee shall be returned by the First Party.

8. TERMINATION AND CONSEQUENCES

8.1 Termination

Subject to the other provisions of the Agreement, either Party may terminate the Agreement as provided below.

- a. **First Party may terminate** this agreement by written notice of not less than 7 days to the Second Party, on 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 the Second Party commits a breach on the representation and warranties as provided hereinafter or is found to engage in any prohibited practices or has committed Fraud or is involved in corrupt Practices specified in this agreement
- iv. If any criminal proceedings are initiated against the Second Party by any courts in the country.
- v. Any other 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, provided such notice is given after the occurrence of any of the events specified below.

- I. If First Party fails to pay the fees 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 the First Party fails to discharges its other obligations under this agreement.

8.2 Payment upon Termination

Upon termination of this Agreement by either Party, the 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 deducting the amounts due from the Second Party.

8.3 No Objection

On termination of this agreement, the First Party shall have the right and the Second Party should not have any 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.

8.4 Black Listing

Where the Agreement is terminated by the First Party due to the defaults of the Second Party, 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 cases otherwise provided herein.

9. INDEMNITY

Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each 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 other Party ("Indemnified Party"), and its respective directors and employees including officers and managers 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.

10. CONFIDENTIALITY

- a. Subject to Clause b below, each party agrees 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 professional advisors, but only to the extent necessary and subject to such professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

11. 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 guarantee and withhold any amounts due for payment, if any, towards compensation and damages 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 this Clause 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.

[Handwritten signature]
Director
National Arcas
National Arcas



[Handwritten signature]

- 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 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 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 process; and
- 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 process.

12. APPLICABLE LAWS

The Second Party shall perform the services in accordance with the Applicable Laws and rules made there under and the orders of the Government issued from time to time.

The Second Party admits that it is aware that these training programmes are being undertaken under the GOI Scheme and subject to the guidelines and instructions issued by the GOI from time to time and loss incurred by it consequent to such guidelines and instructions shall be borne by it and the First Party shall not be liable.

13. ASSIGNMENT

The Second Party shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement.

14. 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 Location place of Head Office of the First Party shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

15. DISPUTE RESOLUTION

Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement. Where the parties fail to arrive at a settlement, the dispute may be referred for conciliation as provided in Cl.16 below.

16. Conciliation:

In the event of any dispute between the parties, either party may call upon Secretary, Urban Development Department, and Government of Telangana/Government of Telangana as the case may be for conciliation and settlement within 15 days. If the conciliation proceedings fail to arrive at a mutually agreeable settlement, the dispute may be referred to arbitration.

17. Arbitration:

Any dispute which is not resolved amicably by conciliation, as provided in clause (16) shall be referred to arbitration of a single arbitrator as mutually selected, under the provisions of the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be held at ^{Hyderabad} and in English language.

18. 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.

19. 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, unless evidenced in writing, 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.

20. SURVIVAL

All the rights and obligations of the parties shall survive the Agreement.

21. MODIFICATION OF AGREEMENT

Any modification of the Agreement shall only be made by written agreement between both the Parties.

22. REPRESENTATION AND WARRANTIES

a. The Parties hereby represent and warrant to each other that;

1. It is duly established and existing under the relevant laws has the legal power and authority to sign this Agreement, perform and comply with its duties and obligations under this agreement.
2. This agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
3. 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
4. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.

b. The Second Party represents and warrants to the First Party that the information furnished in their proposal 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.

23. 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. This Agreement is entered as between Principal to Principal.

24. 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.

25. NOTICES

- a. Any notice pursuant to this MOA 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: Mission Director

Address:

Mission for Elimination of Poverty in Municipal Areas (MEPMA)
Municipal Administration Urban Development, Govt. of Telangana.
Office at 3rd Floor,

E-in-C (Public Health Office Building),

AC Guards Hyderabad-500 004

Phone: +91-40-23378955, Fax: +91-40-23379044

Email: tsmepma@gmail.com

If to the Second Party:


Attention: Chief Executive officer

Address: Dhatri foundation, 7-1-246/95, BJR Nagar, opp. Nature cure Hospital
SR nagar, Hyderabad-17

- b. All notices served at the above address 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**


Mission Director





- IV. If sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient or non-return of the cover without delivery by the postal authorities
 - V. If sent through recognized courier agencies on delivery.
 - VI. Any refusal to received such registered cover or brought by the courier shall amount to have been delivered.
- 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, Sunday and public holiday in accordance with the Official Calendar of The Government of Telangana.
- 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.

26. AUTHORIZED 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 agreement.

For the First Party i.e., MD, MEPMA or any official delegated by him/her from time to time.

Unless otherwise notified, the Second Party's Representative shall be the signatory to this Agreement

27. 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.


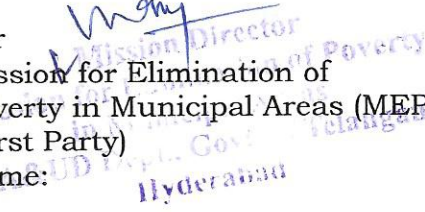
28. TAXES AND DUTIES

Unless otherwise specified in the Agreement, the Second Party shall pay, all such taxes, duties, fees and other impositions including service tax if any, activity under this agreement, as may be levied under the Applicable Laws.

29. OPERATION OF THE AGREEMENT

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the tenure 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 that may be got resolved as provided herein.

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

For 
Mission for Elimination of
Poverty in Municipal Areas (MEPMA)
(First Party)
Name: 

Designation:

Date:

In the Presence of:
1. Signature

Name:

Address:

2. Signature

Name:

Address:


For and on behalf of
(Second Party)

Name: B.Hyma

Designation: CEO

Date:

In the presence of:

1. Signature

Name: N.V.Prabhakar

Add: 202, siva Apt, Ameerpet, Hyderabad

2. Signature

Name:

Address:

