

Is pending with DMD Dept.,

NSDC - Dr. Sahay.

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NATIONAL SKILL DEVELOPMENT CORPORATION
NOTE FOR APPROVAL
(for internal use only)

NFA/NSDC/STOP/2024/0241
Issued by Legal Apurva Motiwale

Brief Summary about the Proposal (by Business Team):

Approval is sought for signing an agreement with Bihar State Disaster Management Authority under Mason Training program-BSDMA project in which total 16,020 candidates will be trained in 534 blocks of Bihar State.

Term	: 3 years from 1 st July 2024
Financials	: BSDMA shall provide grant of Rupees 25,89,86,704/- only ("Grant") (as per the tranches specified in the agreement) to NSDC for the purpose of the implementation of the project. NSDC shall get the Project implemented through its approved training partners.
Any other relevant remark(s)	: N.A
Deviations, if any	: No
(If yes, details to be provided)	
Attachments	: N.A

S. No.	Signing Authority	Signature & Date
1	(I) Initiated by Regional Head- State Engagement [Bhawana Verma]	<i>Bhawana Verma</i> 01/04/2024 13:05:08
	(II) Recommended by National Head- State Engagement [Mayank Bhatnagar]	<i>Mayank Bhatnagar</i> 01/04/2024 14:31:17
3	(I) Signed off by CFO: Rajesh Swaika	<i>Rajesh Swaika</i> 01/04/2024 16:00:46
	(II) Signed off by Group General Counsel: Ajay Kumar Raina	<i>Ajay K Raina</i> 01/04/2024 20:19:54
4	Approved by CEO: Ved Mani Tiwari	<i>Ved Mani Tiwari</i> 02/04/2024 21:19:27

Stamp duty paid vide Certificate No. IN-DL60146447130786W dated 21.03.24 in Delhi for the purpose of execution of this Agreement.

Service Agreement

This Service Agreement ("Agreement") is being executed on 21st March 2024 ("Execution Date") by and between: National Skill Development Corporation ("NSDC"), having CIN: U85300DL2008NPL181612), a company incorporated under Companies Act, 1956, and having its registered office at 5th and 6th Floor, Kaushal Bhawan New Moti Bagh Sarojini Nagar Delhi-110023;

And

Bihar State Disaster Management Authority ("BSDMA"), Disaster Management Department, Government of Bihar having GST Number- 10PTNB03597G1DR, a statutory organisation established by the 2005 Disaster Management Act having its registered office at 5th Floor, Block D and E, Sardar Patel Bhavan, Nehru Marg, Patna, 800022.

For the purposes of this Agreement, NSDC and BSDMA shall hereinafter be collectively referred to as "Parties" and individually as "Party".

Whereas;

1. NSDC is a not-for-profit company incorporated under the Companies Act, 1956 ("Act") and has the license under Section 25 of the said Act (corresponding to section 8 of the Companies Act, 2013) and was set up as part of National Skill Development Mission to fulfil the growing need in India for skilled manpower across sectors and narrow the existing gap between the demand and supply of skills.
2. BSDMA is engaged in providing trained masons to the people of the State for construction of earthquake resistant houses, buildings, and retrofitting of existing residential and commercial buildings, the NSDC has agreed to undertake and provide skill training to the masons recommended by BSDMA and in consideration BSDMA shall make payment to NSDC as agreed between the parties
3. The Parties have agreed that BSDMA shall provide grant to NSDC on the terms and conditions provided herein below.
4. As per the mutual discussions between the Parties, the following activities have been identified for the Project:
 - a. Implementation of Training by the identified Training Partners
 - b. Assessment by the Assessment Agencies empaneled by Sector Skill Councils (SSCs).
 - c. Certification by the SSC on completion of the training and clearing the assessment.
 - d. Report Submission.
 - e. Attendance through AEBAS mandatory

Now, therefore, in consideration of mutual promises set forth herein, the Parties hereby agree as follows:

BSDMA shall provide grant of Rupees 25,89,86,704/- only ("Grant") (as per the tranches specified in Clause 1 below) to NSDC for the purpose of the implementation of the project stated in Annexure I. NSDC shall get the Project implemented through its approved training partners ("Approved Training Partner") The Grant shall be inclusive of disbursements towards deliverables and other programme cost as provided in the Budget under Schedule II. The term of Agreement / completion period of Project may be extended for further period(s) by mutual consent of the Parties in writing. The Parties shall strictly adhere to and follow the timelines as agreed between them under this Agreement.

1. The total indicative Project cost is Rs. 25.90 Crores and shall be provided as Grant by BSDMA to NSDC in accordance with Schedule I of this Agreement over a period of 3 years starting from to 1st July 2024 to 30th June 2027 ("TERM"):

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2. **Use of Grant:** NSDC shall have the right to utilize grant received pursuant to this Agreement towards the implementation of the Project.

3. **Compliance with Regulations:**

Parties shall comply with all applicable laws of India and any material breach in compliance with the same that significantly impacts either the process of training or ability to provide or receive grant shall be brought by the Party having knowledge about such breach to the notice of the other Party as soon as it is known or reasonably possible. Depending upon the severity of the breach, either Party may withhold or cancel this Agreement after giving an opportunity and a reasonable time period to the defaulting Party (which has caused such material breach) to cure such breach.

4. **Obligations of BSDMA:**

- a) BSDMA shall extend all cooperation as may be required for successful implementation of the Project.
- b) BSDMA undertakes to adhere with various obligations as undertaken under the Project.

5. **Obligations of NSDC:**

- a) NSDC undertakes and guarantees to perform and to stick firmly to the terms and conditions of providing training to masons as given in this Agreement.
- b) NSDC through Approved Training Partner shall keep the BSDMA harmless against any or all loss which may result from the failure of NSDC in completing the project and NSDC shall also provide corporate guarantee of 2% of Total Project Cost.
- c) NSDC undertakes and represents that the amount disbursed by BSDMA shall be utilized only towards the purpose as said above and for no other activity.
- d) NSDC will seek written approval from BSDMA for any changes proposed to the design & delivery of the Project as given in Annexure I and Schedule II. Notwithstanding anything contained in this Agreement, NSDC shall not deploy funds in a manner which is at variance with the Annexure I and Schedule II without prior written approval of BSDMA.
- e) NSDC will submit a verification report, including financial utilization details to the BSDMA detailing the number of beneficiaries participating in the program and the impact on beneficiaries. Necessity of continuing training may be reviewed by BSDMA after one month and some officer from BSDMA may visit the training center.
- f) NSDC will submit photographs and other reasonable project related material to BSDMA on request and consent of beneficiaries. BSDMA will use such photographs after receiving prior consent from NSDC.
- g) It is further understood by the Parties to this Agreement that neither Party shall be responsible in any manner whatsoever, for any loss or damage caused to any property or person due to the happening of any force majeure event during the implementation of the Project or otherwise either to other Party or any other third party (whether directly or indirectly related to the Project). It is, however, made clear that in such event neither party shall claim compensation from other party and each party shall bear the brunt of Force majeure.
- h) Each Party shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("Intellectual Property Rights").
- i) Neither Party shall use the Intellectual Property Rights of the other Party in any manner whatsoever without the prior consent of the other Party.
- j) NSDC shall keep accurate and separate books and accounts to record the use of the Grant for the purposes defined above.
- k) NSDC shall provide a Quarterly Progress Report (QPR) including training calendar, progress of training programs, candidate details, dropouts, site visit reports, etc. to BSDMA.

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- l) Final Comprehensive Completion Report of the Project will be submitted by NSDC within 3 (three) months of completion of the Project, to assess the impact of the training program funded by BSDMA. A report clearly indicating activities undertaken and objectives attained and details of the number of trainees under the Project providing their names, age, sex, category as SC/ST/Others would be required to be submitted by NSDC to BSDMA.

6. Force Majeure:

- a) If the performance of the MoU by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of "Force Majeure", which shall mean war/ hostilities ,pandemic, lockdown, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster(s), restrictions imposed by the government or other statutory bodies which prevents or delays the execution of the Project, any event beyond the control of the parties to the MoU, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU. From the date of the notification, either Party may either terminate the MoU forthwith or suspend the performance of the MoU for a period not exceeding 6 (six) months.
- b) If at the expiry of the second period of suspension, the reasons for the suspension still remain, the Parties shall treat the MoU as terminated due to Force Majeure and such termination shall be documented in writing. In the event of termination, unspent and uncommitted amount, if any will be refunded back to BSDMA.

7. Termination

- a) In case of non-adherence to provisions of Agreement by a Party ("Defaulting Party"), the other Party ("Aggrieved Party") may serve a written notice of 30 (thirty) days period to rectify the non-adherence to the provisions of this Agreement by Defaulting Party. In case of continuing unsatisfactory performance beyond 30 (thirty) days, Aggrieved Party shall have the right to terminate the Agreement. In this eventuality, BSDMA shall inform NSDC for refund of unutilized funds remaining with NSDC through a notice in writing. NSDC shall be liable to refund all the unspent and uncommitted fund to BSDMA under this Agreement within 7 working days from the date of termination.
- b) Notwithstanding anything contained in this Agreement, either Party may terminate this Agreement at any time after giving 30 days' notice to the other Party. However, such termination shall not affect and shall be without prejudice to any subsisting rights or remedies of either Party against another Party under this Agreement.

8. Disclosure of information

- a) Disclosure: If "Any information deemed confidential during or after termination of the agreement is to be viewed in the light of section 8 of R.T.I. Act. The R.T.I Act excludes the intelligence and security organizations established by the Government from disclosure of information. Information pertaining to the allegations of corruption and human right and commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, is exempted from disclosure of information". This broadly mentions the nature of information exempted from disclosure. Accordingly, the information which is covered under Section 8 of R.T.I Act shall not be disclosed by either Party.
- b) None of the Parties shall, during or after the termination of the MoU, disclose to any third party, any confidential information arising from the MoU, other than as required for the proper performance of their respective duties hereunder or as may be required by a court or arbitral tribunal of competent jurisdiction or as per the applicable laws.
- c) For the purposes of the MoU the term "Confidential Information" shall mean any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") under this

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MoU, whether in writing, orally, electronically, visually, in the form of samples, models or otherwise, provided that such information, if written, is marked as being Confidential or Proprietary and if oral, visual or other non-written form, is designated as Confidential Information at the time of disclosure and is confirmed by the Disclosing Party as such in writing within fifteen (15) days of its being disclosed. All the protection and restrictions in this MoU as to the use and disclosure of Confidential Information shall apply during the said period of fifteen (15) days.

- d) The obligations and restrictions provided in this clause 8 shall not apply to information which the Receiving Party can show:
- i. to have been in the unrestricted possession of the Receiving Party at the time of disclosure hereunder; or
 - ii. to have been or become available to the public otherwise than by breach of this MoU; or
 - iii. to have first been lawfully obtained from a third party, without notice of such restrictions as to use and disclosure; or
 - iv. to have been developed by the Receiving Party, independently of any Confidential Information.

9. Representations and Warranties:

The Parties to this Agreement hereby mutually represent, warrant and undertake the following:

- a) **Status** - it is duly incorporated and validly existing under the law of its jurisdiction of incorporation. It has the power to own its assets and carry on its business or pursue its objectives as it is being conducted.
- b) **Binding obligations** - all obligations expressed to be assumed in this Agreement are legal, valid, binding and enforceable.
- c) **Non-conflict with other obligations** - the obligations expressed to be assumed in this Agreement will not conflict with any applicable law or regulation, the Parties' constitutional documents, or any agreement or instrument binding upon the Party.
- d) **Power and authority** - each Party has the power to enter into, perform and deliver the obligations undertaken by it and has taken all necessary actions to authorize such steps.
- e) **Validity** - each Party has obtained all authorizations required to enable it to lawfully exercise its rights and comply with its obligations under this Agreement. All such authorizations are in full force and effect.
- f) **No misleading information** - all factual information provided by the Parties in relation to this Agreement are true and accurate as on the date of provision of such information. Nothing has occurred or been omitted from the factual information, and no information has been given or withheld that result in the given information being untrue or misleading.
- g) **No Proceedings pending or threatened** - no litigation, arbitration or administrative proceeding of or before any court, arbitral body or agency has been started or threatened against the Parties that could have material adverse effect on the Project.
- h) **No winding up** - no proceedings or other steps have been threatened or taken and not discharged for the Party's winding-up or dissolution or for the appointment of any officer in relation to its assets or revenues.

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- i) **Anti-bribery and corruption, anti-money laundering, sanctions and compliance** - Each Party undertakes that:
- neither it nor any of its subsidiaries nor any of its directors, officers or employees is in breach of any anti-corruption law or money laundering law as applicable to it;
 - at all times it will comply with relevant legislation, regulations and rules of applicable jurisdiction relating to anti-corruption and money laundering;

Both the Parties hereby represents, warrants and undertakes that, in connection with:

- a) the transactions contemplated by this Agreement,
- b) any matter pertaining directly or indirectly to this Agreement including without limitation, the negotiation of this Agreement and the fulfilment of NSDC obligations hereunder,
- i. **Compliance with Anti -Corruption Laws**
- o All Parties shall comply with all applicable laws and regulations, including but not limited to applicable anti-bribery or anti-corruption laws or regulations, of the territory in which they operate.
 - o A violation of this provision constitutes a material breach of this MoU. In case of violation of this clause 14 by a Party, the other Party may terminate this MoU immediately.
- ii. it has not violated and undertakes that it will not violate any applicable relevant anti-bribery laws and regulations ("**Anti-Bribery Laws**"), and
- iii. it has not and undertakes that it shall not engage in the following conduct: making of payments or transfers of value, offers, promises or giving of any financial or other advantage, or requests, arrangements to receive or acceptances of any financial or other advantage, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity, and
- iv. it shall procure the compliance with the above obligations from its own associated persons, agents or subcontractors as may be used for fulfilment of its obligations under this Agreement.
- c) Each Party represents to the other Party that it has not and agrees that it shall not in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving either Party, make any payment, transfer or deliver anything of value, directly or indirectly:
- i. to any public servant, or employee of any corporation or any other corporation or any other body controlled or owned by the government (including employees of public international organization) or to any political party or persons involved in political activism or to candidates running for public offices; or
 - ii. to any other person or entity if such payments or transfers would violate the laws of the country in which it is made.
- d) It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other

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unlawful or improper means of obtaining business. Notwithstanding any other provision to the contrary in this Agreement, either Party may suspend or terminate this Agreement immediately should it become aware of a breach or suspected breach of the other Party's representation, warranty or undertaking, or violation by the other Party of Anti-Bribery Laws or where either Party causes other Party or any member of the other Party to violate Anti-Bribery Laws. However, such termination shall not affect and shall be without prejudice to any subsisting rights or remedies of either Party against another Party under this Agreement.

10. Relationship: Nothing contained in this Agreement shall be construed or have effect of constituting a relationship of employer and employee or principal and agent or trustee and agent between BSDMA and NSDC.
11. Governing Law and Jurisdiction - This Agreement shall be governed in all respects by, and construed in accordance with, the laws of India. Subject to clause 15, the Courts at Patna shall have first jurisdiction to try all suits or proceedings, matters or things in connection with these terms and conditions.
12. Notices: Both the Parties shall provide a single point of contact (SPOC) within their organizations and all the notices shall be issued to them at the address mentioned hereinabove.
13. Amendment: No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing through an amendment agreement executed by both the Parties. The amendment agreement shall ipso facto become an integral part of this Agreement.
14. The original executed Agreement shall be retained by NSDC, and a certified copy of the same shall be provided to BSDMA.
15. All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, that cannot be amicably resolved by mutual discussion within 30 (thirty) calendar days, shall be settled as per the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre ("IDRC") which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties. The venue of Arbitration shall be Delhi and the award of the proceedings shall be final and binding on both the parties. The parties shall continue to perform their respective obligations under this Agreement during pendency of Arbitration proceedings except in so far as such obligations is the subject matter of the said Arbitration proceedings.

-----execution page follows-----



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For National Skill Development Corporation



Ved Mani Tiwari

By: _____

Name: Shri Ved Mani Tiwari

Designation: CEO

Date: 21.03.24

For Bihar State Disaster Management Authority

By: _____

Name: Shri Meenendra Kumar

Designation: Secretary, Bihar State Disaster Management Authority

Date: 21.03.24

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Annexure I- Project

Project Brief

The risk of earthquake in the state of Bihar is clear from the fact that eight (8) districts adjoining Nepal come under Himalayan Tectonic earthquake zone 5, which is the most sensitive. A total of 24 districts in the State come under earthquake zone 4 and remaining 6 districts come under earthquake zone 3, thus almost the whole of Bihar comes under seismic sensitive zone.

It is well known that people do not die due to earthquake, but the collapse of structures due to earthquake causes death and loss of life and property. In this context, in the scenario of disaster management, construction of earthquake resistant buildings and retrofitting of pre-built houses to make them earthquake resistant is a positive initiative, for which it becomes necessary to build the capacity of masons involved in the construction work.

The State Government, through the Bihar State Disaster Management Authority (BSDMA), has decided to provide training related to earthquake resistant construction and retrofitting techniques to the masons in the State under a program "Project Mason Training Program-BSDMA"

Goal of the Project

For the implementation of the **Project Mason Training Program-BSDMA**, NSDC has been entrusted by BSDMA for conducting trainings of the pre-identified masons in the State & overall project management with the key details mentioned as under:

- Project Location/State: Bihar (Training at the Block-Level)
- No. of blocks in the State to be covered: 534
- Approx. no. of masons to be trained per block: 30
- Total Training Target: 16,020
- Type of Training: Recognition of Prior Learning with Bridge Course
- Duration of Training (per batch): 10 days
- Job role: Mason-Hazard Resistance Structure

Timelines of the Project

The Broad timelines of the project are mentioned in the table below. However, specific timelines will depend on the actual date of signing of the MoU.

Sr. No.	Steps	Responsibility	Timeline
1	Signing of MoU between BSDMA & NSDC	BSDMA & NSDC	Day-1
2	Release of 20% advance of the total project cost by BSDMA to NSDC	BSDMA	Within 15 working days post signing of MoU
3	Constitution of Steering Committee	BSDMA, NSDC	Within 10 days of signing of MoU
4	Release of RFP for the selection of training partners	NSDC	Within 10 working days from the date of receipt of advance payment
5	Selection of Training Partners	NSDC, BSDMA	Within 30 days from the date of release of RFP

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Sr. No.	Steps	Responsibility	Timeline
6	Release of Annual Training Calendar	BSDMA & NSDC	Within 10 working days post selection of the training partners
7	Commencement of Training of Master Trainers	NSDC	Within 15 days post receipt of advance payment
8	Commencement of Training of Trainers & Master Trainers	NSDC	Within 15 days of selection of training partners
9	Commencement of Training/Training Delivery	Approved Training Partner	Within 45 days from the date of selection of Training Partner
10	Review & Monitoring	BSDMA, NSDC,	Continuous Activity
11	Assessment	Approved Training Partner	At the last day (10 th day) of training completion
12	Certification	Approved Training Partner	Within 15 working days of completion of training
13	Disbursement of Wage Loss to Masons	NSDC	Within 30 working days of completion of training
14	Distribution of Toolkits to the Masons	Approved Training Partner & NSDC	Within 15 working days of completion of training

Scope of Work

For the conduct of RPL Program + Bridge Course of the Masons in the State, NSDC shall provide following support to BSDMA:

1. Identification of Training Centers (TC)/Training Partners (TP) in the State for the conduct of RPL
2. Allocation of Targets-District-wise/Block-wise to TCs in the State
3. Implementation of Training through identified TCs in the State
4. Monitoring of Training Centre (Physical/Virtual Monitoring)
5. Assessment & Joint Certification through Sector Skill Councils
6. Technology support through Skill India Portal for maintaining track of the training program
7. Monthly Progress Reports & Project Closure Report
8. Training-of-Trainers & Master Trainers
9. Fund Management (Payment Disbursement to the Training Partners, Sector Skill Councils etc.)
10. Project Monitoring Unit

1. Roles & Responsibilities

A. National Skill Development Corporation

1. NSDC shall collaborate with its approved training partners selected by the Selection Committee as per the partner selection parameters clearly set out under **Schedule-III of this MoU** for the purpose of the undertaking of skill training program as per the Project details contained under the **Annexure-I** herein.
2. Training Partners will be directed by NSDC to enroll candidates with contact number and through Aadhar linkage on Skill India Portal (SIP).



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3. NSDC, being a facilitator, will strive to ensure that the objectives of the Project are met based on the process as laid down under the Project. NSDC will ensure that all training programs identified are as per Qualification Pack (QP)/National Occupation Standards (NOS) set forth by the Sector Skill Councils (SSC) resulting in certification as per SSC certification standards.
4. NSDC through RFP process shall shortlist the training partners based on quality parameters /Location defined in the further sections as based on Selection Criteria (**provided in Schedule III**) agreed upon between NSDC & BSDMA.
5. NSDC shall constitute a "Selection Committee having at least four (04) members with two (02) nominees from BSDMA one (1) each from NSDC & Construction Skill Development Council of India (CSDCI).
6. The Selection Committee shall select the training partners based on the Selection Criteria as described in **Schedule-III of this MOU**, for the implementation of the Project and the training partners as approved by the Selection Committee shall be known as "Approved Training Partners".
7. NSDC, through SLA shall mandate the Approved Training Partners to ensure quality standards as per NSDC Standards & Quality Assurance guidelines and provide training as per NSDC/CSDCI Standards in line with National Skills Qualification Framework (NSQF) followed by assessment as per the defined Certification standards.
8. NSDC through CSDCI shall conduct the training-of-trainers & training-of-master trainers' programme.
9. NSDC through CSDCI or Approved Training Partners shall procure the toolkit comprising of pre-defined and approved items in consultation with BSDMA to be provided to the masons post successful completion of training.
10. NSDC through CSDCI shall procure shake tables with motors for training purpose as per the standards defined by BSDMA.
11. NSDC shall exercise full administrative control over the Approved Training Partner. NSDC, through SLA shall mandate the Approved Training Partners to adhere to all the guidelines given to them for smooth execution of the project.
12. NSDC through its Skill India Portal (SIP) shall prepare a basic/summary Monthly Progress Report (MPR) as may be agreed by BSDMA.
13. NSDC shall provide a detailed Quarterly Progress Report (QPR) including training calendar, progress of training programs, candidate details, dropouts, site visit reports, etc.
14. NSDC shall make available SLA contracts with Approved Training Partners on Project deliverables to BSDMA. The SLA shall cover quality aspects, methodology of implementation, and should ensure comprehensive training plan as per the requirement.
15. NSDC shall coordinate Project monitoring & reporting and make available resources for project coordination and reporting during duration of Project.
16. NSDC shall co-brand BSDMA in all Project related coverage and publicity for the Project through its social media platform and PR team.
17. NSDC through SLA with Approved Training Partners shall mandate adequate publicity of the scheme of BSDMA in all the public related activities of the project.
18. NSDC shall undertake to make the payment to Approved Training Partners, etc. as per agreed terms and conditions with the Approved Training Partners. The payment towards the training to the training partners will be made in accordance with the Common Cost Norms prescribed by Ministry of Skill Development & Entrepreneurship (MSDE), GoI applicable for skill development schemes.
19. NSDC shall process the pre-defined wage loss (@Rs. 700 for a period of 10 days) to the candidates through Direct Benefit Transfer (DBT) using the technical functionality developed by NSDC.
20. NSDC shall ensure that the training/skilling under the Project is strictly completed within the budget as provided in **Schedule-II**. **The budgeted provided in Schedule – II is indicative and may be fluctuate based on the change in requirement from time to time.**
21. NSDC shall ensure submission of closure report within 90 (Ninety) days of completion of the entire training.

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22. The Utilization Certificate (UC) will be submitted by NSDC for the amounts released prior to request for the next instalment. Original copies of UCs will be submitted by NSDC to BSDMA.
23. Final Comprehensive Closure Report of the program/Project will be submitted by NSDC within 90 (ninety) days of completion of the Project. A report clearly indicating activities undertaken and objectives attained and details of the number of beneficiaries under the Project would be required to be submitted by NSDC to BSDMA.

B. Bihar State Disaster Management Authority (BSDMA)

1. BSDMA shall nominate a Nodal officer for all the blocks across the State & extend all cooperation in identifying the training sites at block-level across the States.
2. BSDMA shall provide the necessary assistance towards the coordination & necessary support from the District/Block-Level administration for the conduct of training.
3. BSDMA shall provide the list of the block-wise masons in the State for the training programme
4. BSDMA shall provide the annual training calendar highlighting the indicative schedule or order of the districts & blocks to be covered for training.
5. BSDMA shall provide the details of the available trainers/engineers that could be further reviewed & considered for the profile of trainers/master trainers for the project by NSDC.
6. BSDMA shall provide the specifications of the shake table & motor to be used for the training purpose in the project.
7. BSDMA shall make the payment to NSDC in terms of the Project and in as many instalments as mentioned in **Schedule-I of this MoU.**
8. BSDMA shall extend all cooperation as may be required for successful implementation of the Project.
9. BSDMA shall provide inputs for the skill development programs as and when required.
10. BSDMA undertakes to adhere with various obligations as undertaken under the Project, including terms of payment, adherence to the process as laid down under the Project etc.

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Schedule-I

Terms of Fund Disbursement by BSDMA to NSDC

- i) The total project cost including other related costs (admin fee to NSDC, Training of Trainers & Master Trainers, Advocacy, Wage Loss, DBT processing fee etc.) is Rs. 25.90 crore for the training of 16,020 masons in the State.
- ii) The payment for the training & overall project management will be released by BSDMA in accordance with Schedule I of this Agreement

1 st Installment	20% of the total project cost in advance within 15 days of the signing of the MoU.
2 nd Installment	Next 20% of the total project cost after submission of utilization certificate of previous advance.
3 rd Installment	Next 20% of the total project cost after submission of utilization certificate of previous advance.
4 th Installment	Next 20% of the total project cost after submission of utilization certificate of previous advance.
5 th Installment	Next 20% of the total project cost after submission of utilization certificate of previous advance.

Note: For claiming the subsequent tranche of payment, a utilization certificate highlighting the 70% utilization of previous tranche shall be provided.

Bank Details of NSDC for fund transferred

Name of Account Holder	National Skill Development Corporation
Bank Name	State Bank of India
Branch Address	Central Secretariat, North Block, New Delhi-110001
Bank Account no.	30479747590
Type of Bank Account	Current Account
IFS Code	SBIN0000625

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Schedule-II

Budget of the Project

The training budget for the project has been calculated taking into account the Common Cost Norms for Skill Development Training as prescribed by Ministry of Skill Development & Entrepreneurship, Govt. of India. In addition, the assumptions as mentioned in the table below have been taken into consideration for the other related costs of the project.

Sr.No.	Particulars	Details
A1	No. of Blocks to be covered	534
A2	Indicative no. of candidates to be trained per block	30
A3	Basic Induction Cost per candidate (in INR)	1700
A4	Training Cost (in INR) per candidate per hour as per Common Cost Norms	49
A5	Duration of Training (Bridge Training) in hours	68
A6	Assessment & Certification Cost (in INR)	1000
A7	Wage Loss per candidate per day (in INR)	700
A8	No. of Days of Wage Loss to be considered per candidate	10
A9	Safety Kit /Toolkit per candidate (in INR)	1000
A10	Per ToMT Cost (batch Size of 20)	350000
A11	Per ToT Cost (batch size of 20)	600000
A12	Estimated nos. of ToMT to be conducted	2
A13	Estimated nos. of ToT to be conducted	10
A14	Enrolment Cost per candidate on SIP	100
A15	% Charged by NSDC as admin fee towards the programme implementation	6%
A16	% Charged by NSDC for the DBT transfer	2%
A17	Advocacy/Mobilization Cost of the total project cost	4%

Based on the above-mentioned assumptions, the total cost of the project including all the training & related costs heads along with the admin fee to NSDC is calculated in the table below:

Sr.No.	Particulars	Cost (in INR)
1	Training Cost	
2	Assessment & Certification Cost	80,612,640
3	Wage Loss	16,020,000
4	Safety Kit/Toolkit	112,140,000
5	Cost of ToMT	16,020,000
6	Cost of ToT	700,000
7	Total Training Cost	6,000,000
		231,492,640

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Sr.No.	Particulars	Cost (in INR)
8	SIP Onboarding Cost	1,602,000
9	Advocacy/Mobilization Cost of the Total Training Cost	9,259,706
10	NSDC Admin Fee of the Total Training Cost	13,889,558
11	DBT Fee of the total funds transferred through DBT	2,242,800
12	VR Tool	500,000
13	Cost of Shake Table & Motor	-
Total Project Cost		258,986,704

The overall project budget is rounded off to INR 25.90 crore excluding taxes, if any. It is made clear that BSDMA will not ever be asked to pay any other sum in any circumstances over and above the project budget of Rs 25.9 crore.

Other Terms & Conditions

A. Trainees

1. 90% attendance is mandatory for the trainees to qualify for the assessment.
2. Certificates shall be provided to the successfully passed trainees in the assessment post completion of training.
3. Wage loss to the trainees shall be provided in the following cases:
 - i) Successful completion of training & passing the assessment; or
 - ii) 90% of attendance but failed in assessment
4. Toolkit shall be provided to the candidates in the following cases:
 - i) Successful completion of training & passing the assessment, or
 - ii) 90% of attendance but failed in assessment

B. Payout to Training Partner

- The payment to the training partner will be made in two (2) tranches per batch basis:
 - i) 30% on enrolment of candidates on SIP
 - ii) 70% on successful completion of certification
- The total payment to the training partner will be based on the actual number of successfully certified candidates.
- The payment made to the training partner in first tranche shall be adjusted in the 2nd tranche based on the actual numbers of candidates certified.
- Reassessment of failed /absent candidates will be borne by training partners.

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Schedule-III

Training Partner Selection Criterion

i) Selection Parameters

- Affiliation with Sector Skill Council: Only Training Partner having affiliation for required job roles with Construction Skill Development Council of India will be given preference.
- Experience of skill training
- Geography of Operations
- Overall Performance

ii) Terms & Condition for Training Partners

- a) Training will be imparted to selected candidates by the Training Providers only after ensuring that proper Counselling has been done under the laid down procedure.
- b) Complete record is to be maintained/made available by the Training Partner with regard to engagement of trainers/resource persons showing their qualifications and experience for imparting training in different skills/trades.
- c) Training Partners must ensure sufficient time has to be devoted for the practical training under the given job role along with the printed material showing/explaining pictorial diagrams etc.
- d) Training Partners have to devise ways and means to make practical training purposeful. Practical training must contain provision of demonstrations, doing empirical exercises by the trainees, hands-on sessions etc.

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