

J-17060/6/2014- Aajeevika Skills
Government of India
Ministry of Rural Development
Department of Rural Development
(Aajeevika Skills Division)

New Delhi, dated 3rd February 2014

Notification No.3/2014

Subject: Terms and Conditions applicable on Project Implementing Agencies undertaking projects under the Aajeevika Skills Guidelines, 2013-reg

Consequent to notification of Aajeevika Skills Guidelines, 2013 w.e.f 20th September 2013, it is hereby stated that the Terms & Conditions attached to this notification shall be applicable to all Project Implementing Agencies (PIAs) that are sanctioned skill development projects under the said Aajeevika Skills Guidelines, 2013.

2. Further, the Project Approving Authority reserves the right to impose any other Special Terms & Conditions as may be necessary for successful implementation of the project.

3. All Project Implementing Agencies are requested to ensure that they have read all the provisions given in the Terms & Condition before applying for a project under Aajeevika Skills Guidelines, 2013. The filing of application by the Project Implementing Agency shall imply that the Project Implementing Agency has agreed to the Terms & Conditions for implementation of the Aajeevika Skills project and also willing to abide by the provisions of the Terms & Conditions that may be imposed by the Project Approving Authority. The Terms & Conditions may be amended from time-to-time by the Project approving Authority in terms of the Policy requirements. No separate confirmation shall be taken from the Project Implementing Agency in this regard at the time of sanction of the project.

4. The Terms & Conditions (as amended from time-to-time) shall be available on the website (<http://aajeevikaskills.gov.in>) and the Project Implementing Agencies are required to access the same while applying for a project under Aajeevika Skills. All communication on amendments/modifications of the Terms & Conditions shall be intimated through the website only.

-Sd-

(SB Tiwari)

Under Secretary to the Government of India

Tel: 24603617

To

1. All Secretaries (in-charge) of Rural Development in State Governments.
2. All State Nodal Agencies for Skill/ SRLM
3. All Registered Project Implementing Agencies
4. All officials in Aajeevika Skills Division, MoRD
5. All officials in Rural Livelihoods Division, MoRD
6. Guard File
7. Shri Osama S. Abu- with a request to ensure that this notification is uploaded on the website.

Annexure I mentioned in order issued by Ministry of Rural Development sanctioning Aajeevika Skills projects to Project Implementing Agencies.

Standard Terms and conditions

1. The Project Implementing Agency shall offer skilling courses to rural youth who satisfy the eligibility criteria specified in the Aajeevika Skills Guidelines (ASG).
2. The Project Implementing Agency shall not outsource any of its activities related to skilling or placement unless such outsourcing has been specifically mentioned in the application for the project and has been duly approved by the Appropriate Project Approval Authority in the Ministry of Rural Development.
3. The Project Implementing Agency shall not dispose assets acquired out of Government Grants without the prior approval of the Authority which sanctioned the Grant, except in case of such assets declared as obsolete and unserviceable or condemned in accordance with the General Financial rules.
4. The Project Implementing Agency shall undertake Mobilization, counseling and selection of candidates before a training course is commenced, and the Project Implementing Agency shall give priority in mobilizing and selecting candidates identified as focus/special groups in the Aajeevika Skills Guidelines
5. The Project Implementing Agency shall give priority in mobilization to the areas identified by State Rural Livelihood Mission (SRLM)/ State nodal Agency in-charge of skills.
6. The Project Implementing Agency shall involve institutions of the poor established under Aajeevika as well as Gram Panchayats, to the extent possible, with the assistance of SRLM.
7. The Project Implementing Agency shall adopt a Gram Panchayat saturation model in mobilization of candidates.
8. The Project Implementing Agency shall provide counseling session to candidate and her/ his parents or guardians, including counseling on the nature of work in the sector/trade, availability of jobs, deliverables by the employer, entitlements, growth prospects and risks involved.

9. The Project Implementing Agency shall maintain an exclusive website for the project. The Project Implementing Agency shall display a list of candidates selected on the basis of aptitude tests (psychometric and others) and counseling (by trained counselors) in the Centre and upload on its website.

10. The Project Implementing Agency shall ensure that before counseling session is commenced in a training center, the centre should be checked and certified for compliance on each prescribed parameter, as given below, by a designated senior official from its internal Quality team (Q-team):

- i. Furniture, layout, colour scheme and signage as notified by the Ministry.
- ii. Lab, classroom and IT facilities.
- iii. Training aids.
- iv. Geo-tagged time stamped biometric attendance facility for both trainers and trainees.
- v. Fire-fighting equipment.
- vi. First aid, hygiene, drinking water, canteen and washroom facilities.
- vii. Internet and email access of prescribed speed on all IT equipment for candidates.
- viii. Access control facilities.
- ix. Power back up.
- x. Projection and copying equipment.
- xi. High speed internet access to the workflow driven ERP system (as and when made available by the Ministry of Rural Development /SRLM).
- xii. CCTV recording facilities in classroom, labs and common areas.
- xiii. Separate space for each course domain proposed to be conducted at the centre with a dedicated lab (offering a minimum 10 square feet per trainee for theory rooms).
- xiv. Separate computer lab for IT skills (offering a minimum of 10 square feet per trainee).

11. The Center Inspection Report of the Q-Team shall be uploaded on website designated by the Ministry, and till such designated website is available, the inspection

report shall be emailed to SRLM/State nodal agency in charge of Skills or TSA for concurrence.

12. The Project Implementing Agency shall ensure that each training centre should remain in existence for at least three months from the date of completion of training or until 75% of those trained have been placed (whichever is later), and during this period the training centre shall act as Information and Facilitation centre for trainees and their families.

13. The Project Implementing Agency shall not operate any Mobile centres of training.

14. The Project Implementing Agency shall ensure, to the extent possible, that non-residential training centres are located near the homes of maximum number of trainees in a course.

15. The Project Implementing Agency shall ensure that residential training centres as well as work-readiness and finishing-centres are located close to areas with high employment potential.

16. The Project Implementing Agency shall obtain SRLM / TSA certification when own or rented accommodation is proposed to be used for residential training.

17. The Project Implementing Agency shall ensure achievement of targets specified in the sanction for sub-categories, including scheduled caste, scheduled tribe, minorities and women, and shortfalls up to 5% of specified target shall only be acceptable in individual sub-categories with the amount payable to the Project Implementing Agency suitably deducted to extent of the shortfall in each sub-category.

18. The Project Implementing Agency should place a minimum of 75% of those who are trained in jobs with regular wages. Placement for this purpose is defined as continuous employment for a minimum of three months, where :

- (i) the period of continuous employment need not be with the first employer.
- (ii) the trainee should have worked and received payment for three continuous months, proof of which can either be in the form of a salary slip or a certificate indicating salary paid signed by the employer and salary received by the person placed along with a bank statement.

19. The Project Implementing Agency should be able to produce proof of regular wage employment for candidates who have been given placement after training under the project, either :-

- (i) in form of a salary slip issued from the Human Resources (HR) department of the employer organization, or
- (ii) In cases where the employer organization does not have a HR department, as a certificate issued by the employer indicating wages paid and counter signed by the employee along with the bank statement indicating that wages have been paid by crossed demand draft or money transfer.

20. Where a Project Implementation Agency is intending captive placement, it should submit details of their own manpower requirement. Captive placement for a second batch of trainees will not be allowed if more than 50 % of Aajeevika Skills youth placed with the Project Implementing Agency have quit jobs within a span of six months.

21. The Project Implementing Agency shall ensure retention tracking of placement of candidates trained for 365 calendar days, with a maximum break of 60 calendar days during this period.

22. The Project Implementing Agency shall establish internally distinct high level Quality teams (Q teams) for Monitoring of the project, which shall monitor the following aspects of the skilling project:

- a. Beneficiary identification
- b. Beneficiary mobilization and selection
- c. Trainer quality
- d. Training quality
- e. Certification of curriculum and assessment of candidates
- f. Placement of candidates
- g. Retention of placed candidates
- h. Career progression of candidates
- i. Alumni support to candidates

23. The Project Implementing Agency shall ensure the availability of the following on their websites:

- (i) the daily status of geo- tagged time stamped attendance of both trainers and trainees,
- (ii) the daily status of all equipment, teaching aids and consumables.
- (iii) Trainee wise details of tests and quizzes administered along with questions and answers and marks obtained.
- (iv) Monthly inspection report of each training centre by the Q-Team of the Project Implementing Agency.

24. The Project Implementing Agency shall ensure that every training centre shall have CCTVs installed in the lab and class room, and the footage is reviewed by Q-Team during inspections to ensure that the quality of the classroom interaction is of a requisite level.

25. The Project Implementing Agency shall ensure that samples of the CCTV footage is drawn using statistically valid techniques for examination by domain experts in the Q team of the PIA, and Q Team report verified by the SRLM or its TSA every month.

26. The Project Implementing Agency shall implement internet-enabled accounting software to manage their funds and provide view-only access to the TSA or SRLM/ State Nodal Agency in-charge of skills upto voucher level data.

27. The Project Implementing Agency shall use a singly designated bank account to receive and make all payments pertaining to the Project, and the account details shall be mapped on to Central Plan Scheme Monitoring System (CPSMS).

28. The Project Implementing Agency shall upload scanned copies of vouchers for the project expenses in their respective project accounts in the ERP system of the Ministry, and till such system is operational, the Project Implementing Agency shall send the monthly financial statements along with scanned copies of vouchers by email to the TSA or SRLM/ State nodal Agency in-charge of skills concerned.

29. The Project Implementation Agency shall furnish the vouchers for project expenses to the TSA/SRLM for verification are as follows:-

- (i) financial pass-through given to the candidates for Boarding and Lodging charges (in case of residential course) or for Food and To & Fro charges (in case of non-residential course).
- (ii) one-time Transportation allowance given to the candidates,
- (iii) Post-placement allowance given to placed candidates.
- (iv) Payment of salaries to trainers, master trainers and Q Team by the Project Implementing Agency.
- (v) Vouchers for expenses on items other than those given above may be generated and retained, but the same shall not be subject to scrutiny, and a certificate by the Project Implementing Agency on such expenses shall be sufficient.

30. The Project Implementing Agency shall ensure that trainee-feedback, through marks for each session of each trainer, is collected from trainees at the end of each week.

31. The Project Implementing Agency shall ensure that the placement, retention and career progression of trainees trained by each trainer is mapped and monitored by the internal Q team, and verified by the SRLM or TSA.

32. The Project Implementing Agency shall provide for rating of trainees by trainers at the end of each session through administration of tests and quizzes from time to time, which shall be monitored by the Q team.

33. The Project Implementing Agency shall provide for an independent certification and assessment by a Third-party agency, both for curriculum and the skill, knowledge and attitude level of each trainee as acceptable to the industry or employer.

34. The duration of the three month, six month, nine month and 12 month courses will be 576 hours, 1152 hours, 1728 hours and 2304 hours respectively. Aajeevika Skills does not support courses of lesser duration.

35. The maximum days for On-Job-Training permissible in a skilling course are :-

- (i) 30 days for a three month course,

- (ii) 60 days for a six month course, and,
- (iii) 90 days for a one year course.

36. The Project Implementing Agency should :

- i. Use geo-tagged, time stamped biometric attendance at start and end of each training day.
- ii. Online inventory check each morning when training centre opens and closes
- iii. Periodic quizzes and tests with safeguards to prevent impersonation. Publish results in the PIA MIS and organise remedial classes for those who score poorly.
- iv. Install video audio recorders in each classroom and labs. Ensure that the PIA's Q team reviews these recordings each month and scores each trainer. Use these results to run remedial classes for trainers.
- v. Ensure timely payment of allowance to trainees for daily food, transport/lodging
- vi. Ensure adequate and timely payment of trainer remuneration
- vii. Ensure that monthly and end of project targets for SC/ST, minorities and women are met.
- viii. Ensure that advisories issued by PIAs own Q teams, SRLM and TSA of MoRD are complied with by individual trainers and training centre managers
- ix. Ensure that the placement data reported on the PIAs web site and passed on to MoRD is credible.
- x. Work with employers to ensure that employers who accept Aajeevika Skills alumni provide all legal benefits that are due to them.
- xi. Ensure that trainees are tracked for at least a year after placement. (The PIAs performance in post placement tracking for a year after placement will be variable for assessment during subsequent submission of proposals.

37. The cost of equipments is not a permissible project expense unless specifically mentioned in the sanction letter.

38. In case a Project Implementing Agency has been allowed Capital Expenditure on equipment, the book value of the equipment shall be adjusted in the final settlement to the Project Implementing Agency.
39. A one-time travel cost to the training centre in case of residential training programme will be allowed based on actuals with a maximum limit of Rs 4500.00.
40. In case of PIAs in Category A and B, one tablet computer per trainee shall be made available for the candidates undergoing training in each centre.
39. The tablet computer provided to the trainees cannot be taken out of the centre.
41. Based on the session plans, the project Implementing Agency shall provide interactive learning modules into the tablet computer provided to each trainee.
42. The Project Implementing Agency shall pay a Post-placement support (PPS) to every trainee in full at the end of each month in the bank account of working youth on receipt of salary slip, and under no circumstances the PPS shall be distributed in cash or kind.
43. Where a PIA is unable to give a placement to a candidate as per the prescribed minimum salaries prescribed in the Aajeevika Skills Guidelines, such placement shall not be counted as a placement under the Aajeevika Skills and in such a case no claim for PPS shall be eligible to the Project Implementing Agency.
44. PIA will be required to show on their web acknowledgement statements showing salary received and signed by the placed candidates.
45. The Project Implementing Agency shall be eligible to claim for an additional payment at the rate of Rs. 5000/- for every candidate trained and placed in a job with a salary of Rs.15,000/- per month, provided that such candidate retains the job for a minimum of 90 calendar days within one year of completion of training.
46. The Project Implementing Agency shall be eligible to claim for an additional payment at the rate of Rs. 3000/- for every candidate who is able to retain his job for a period of one year with a break of 30 days in a year.
47. The Project Implementing Agency shall be eligible for a claim of an amount of Rs.500/- per candidate if at least 30% of the teaching hours are covered using the live distance training techniques.

48. The installments for the projects shall be released as follows:

Installment	Ratio of fund release	Release condition
First	25% of project cost	On sanction of project and signing of MoU.
Second	50% of project cost	On: a. Spending 60% of funds disbursed as 1 st instalment as visible in web site. b. Achieving 40% of physical target inclusive of sub-targets such as for SC/ST, minorities etc. c. Submitting audited expenditure statement like Profit & Loss statement, Balance sheet etc with respect of previous year for cases after 30 th September.
Third	15% of project cost	On: a. Spending 90% of funds disbursed as 1 st and 2 nd instalments as visible in web site. b. Achieving 90% of physical target inclusive of sub-targets such as for SC/ST, minorities etc. c. Submitting audited expenditure statement like Profit & Loss statement, Balance sheet etc with respect of previous year for cases after 30 th September.
Fourth	10% of project cost	On achieving all targets and submission of project closure documents as well as signed score card. However, the release of the 4 th installment will not be held up till the one year tracking is complete.

49. Eligibility conditions for release of funds at all four stages are determined by the MIS statements of the Project Implementing Agency available on its web site.

50. The MIS statements have to indicate the Physical and Financial performance against the Physical targets as stated in the Work Schedule attached with the MoU executed with the State Skills Mission and the Technical Support Agency, and the corresponding Financial achievements required respectively.

51. The interest amount accrued on Government releases, if any, shall be adjusted against the Government share of the Project cost at the time of subsequent installment releases, and before the final installment is released.
52. The Project Implementing Agency will have to maintain trainee specific information and meet all applicable reporting requirements.
53. The Project Implementing Agency shall designate an authority within its office for updating the required data on the Ministry's website at <http://aajeevikaskills.gov.in>.
54. A Project Implementing Agency shall develop and maintain its own IT platform which is integrated with the State and Central IT platforms for sharing of information.
55. No stipend will be paid to the beneficiaries during the training period out of funds provided by Ministry of Rural Development under this project.
56. Audit Reports and Utilization Certificates of the project should reflect the total Government grant (Central and State Share and interest thereon) with reference to cost estimates and components in the project report.
57. The Project Implementing Agency will ensure that the beneficiaries enrolled for training under the special project have 12 digits Aadhaar (UID) Individual Identification Number issued by Unique Identification Authority of India. Wherever this is not available, PIA will facilitate obtaining the same for the beneficiaries during the training period. However, under no circumstances will a candidate be denied skill development training for want of Aadhaar number.
58. The project Implementing Agency shall ensure opening of Bank Account for the beneficiaries enrolled for training and all payments due to the beneficiaries will be remitted through this bank account.
59. Except where pre-existing franchisee or partnerships have been proposed in the project application form and has been approved by the Empowered Committee, the critical activities of conduct of training and placement will not be outsourced or subcontracted.

60. The Project Implementing Agency shall execute a Memorandum of Understanding (MoU) with the TSA and the SRLM / State Nodal Agency in-charge of Skills before funds are released for the project to, inter-alia:-

- (a) abide by the Terms & Conditions of the sanction in fulfillment of the targets specified in the Annual Action Plan attached with the MoU;
- (b) not to divert the funds sanctioned or entrust execution of the scheme or work concerned to another Institution(s) or Organisation (s) without the approval of the Empowered Committee in the MoRD; and
- (c) abide by any other conditions specified the Aajeevika Skills Guidelines.

61. In the event of the Project Implementing Agency failing to comply with the conditions or committing breach of the conditions of the MoU, the Project Implementing Agency shall be liable to refund to the President of India/ Governor of State concerned, the whole or a part amount of the grant with interest at ten per cent. per annum thereon or the sum specified in the MoU, and any failure by the Project Implementing Agency to refund shall attract action through the State Government under Public Money Recovery Act of the State Government concerned.

62. For the purposes of the sanction under Aajeevika Skills Guidelines, a Project Implementing Agency shall include lead member of the consortium entered into by the Project Implementation Agency and other consortium members singly or severally liable for the implementation of the project.

63. All the above-mentioned Terms and Conditions, and any other conditions imposed on the Project Implementing Agency, shall be subject to any revision in the provisions of Aajeevika Skills Guidelines.

Annexure II mentioned in Sanction Order No. J- ____/____/____ - Aajeevika Skills
dated ____/____/____ (No. _____ of 20__ - __)

Special Terms & Conditions

*<Special Terms & Conditions, if any, as imposed by the MoRD * >*

(* Strikeout if not applicable)