

भारतीय गैर न्यायिक

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HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL



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Memorandum of Understanding

BETWEEN

**DEPARTMENT OF INDUSTRIES GOVERNMENT OF JHARKHAND
(FIRST PARTY)**

And

**CONSTRUCTION INDUSTRY DEVELOPMENT COUNCIL, NEW DELHI
(CIDC) (SECOND PARTY)**

For

**Skill development of human resources and placement of youth
in the Construction Sector**

**THIS MEMORANDUM OF UNDERSTANDING (here in after referred
to as MOU) is entered into on 13th July 2013 between Department Of
Industries Government Of Jharkhand, Ranchi**

herein after called the first party which expression shall, unless
repugnant to the context shall mean and include its successor-in-interest
and permitted assignees of the **FIRST PART** :

And

**Construction Industry Development Council, a body promoted by
Planning Commission, 801 (8th Floor), Hemkunt Chambers, 89,
Nehru Place, New Delhi-110019 represented through its Director**

Paag Singh
उद्योग निदेशक

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General, which expression shall, unless repugnant to the context includes successors and permitted assignees of the **SECOND PART** :

Govt. of Jharkhand and **CIDC** are herein after collectively referred to as **PARTIES** and individually as **PARTY**.

Background of both the parties

Department Of Industries Government Of Jharkhand, Ranchi (FIRST PARTY): First Part

FIRST PARTY, Department of Industries, Government of Jharkhand works in a focused and mission mode for enhancing the employability of unemployed youth through skill development training programmes for generation of employment of underprivileged youth through various partnerships and industry tie-ups. FIRST PARTY aims to utilize the services of CIDC for employment linked training programme in the construction sector. FIRST PARTY efforts of linking one member of rural family to jobs in the organized sector is basically aimed at reducing poverty and achieve all round developments for the state.

Construction Industry Development Council (Second Party): Second Part.

Under the memorandum of understanding with FIRST PARTY – **Second Party** is willing to offer its services for training and placement of youth from the districts under the FIRST PARTY Project with mutually accepted terms and conditions described later in this agreement.

Whereas it has been the concern of both the parties to develop the human resource by way of imparting vocational training in the construction sector as per the existing demand and create avenues for suitable livelihoods and expanding universe of knowledge to produce world class workforce.

The terms and conditions of the Memorandum of Understanding (MOU) and the roles and responsibilities of each of the constituent members are as stated below:

Page signed
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NOW THIS AGREEMENT WITNESSETH:

ARTICLE – 1: Role & Obligation_of First Party

1. The First party in coordination with the second party shall identify the prospective unemployed rural youth to undergo the required training programs to be conducted by the Second party as per the work orders issued from time to time.
2. The First Party to provide support, guidance and assistance as may be necessary for success of the training programme.
3. Shall monitor and review the programme components from time to time to assess the quality of delivery and learning achievements.
4. Will seek data base / track record of all the candidates trained and placed on a monthly basis.
5. Will Release training cost @ Rs 9000/ per candidate per month which includes all expenses including lodging and boarding for which the Second Party has to ensure a minimum of 75 % of sustainable placement for a period of six months on completion of training. In case of placement below 75%, pro rata payment is to be made. All training should be mandatorily residential.

Service Tax as applicable shall be extra as per the rules.

The rates indicated above are for the Financial Year 2013-14 & can be modified if required in subsequent years.

6. On successful placement of trainees, the Second Party will submit placement details along with employer details.
7. On receipt of placement details of trained persons, 1st Party reserves the right to go for placement verifications of the placed persons.

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जयपुर, राजी

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8. The First Party gives a target of training 5000 youth per year and placing 75% of them during the year 2013-14 to the Second Party as mutually agreed upon. The target for the second and subsequent years will be scaled up @ 15% per annum.

ARTICLE – 2: SECOND PARTY

- 2.1 The Second Party will organize Skill Development Training at the Construction Industry Development Council (CIDC), centres, to be set up in the state of Jharkhand, or at other nominated centres in the trades as given in the annexure.
- 2.2 Selection and sourcing of candidates will be the responsibility of the Second Party under the direction and with the support of 1st Party adhering to the norms as per the trade specific requirements.
- 2.3 The Second Party will consider candidates as per the trade specific requirements given in the annexure- I
- 2.4 The second party will consider only those candidates with the minimum age of 18 years for training.
- 2.5 The second Party will prefer a batch size of 30 candidates per batch.
- 2.6 The Second Party will train a total number of 5000 trainees per year for the year 2013-14 as per the stipulated target while ensuring 75% of placement. For placement below 75% the Second Party will receive payment of training cost at a pro rata basis. Any short fall in number shall be met with in subsequent year.
- 2.7 The Second Party Will meet the cost towards purchase of machinery, equipments, materials, tools and recurring expenses required for training.

Pooja Singh
उद्योग निदेशक
भारत, रांची

- 2.8 The Second Party Shall arrange qualified trainers for imparting quality training.
- 2.9 The Second Party Shall maintain the data base of trained and placed persons and submit the same to the First Party.
- 2.10 The Agreement will be valid up to three years from the date of MOU.

ARTICLE - 3: Chief Nodal Officer:

3.1. Director of Industries, Jharkhand, Ranchi will be the Chief Nodal Officer on behalf of First Party Department of Industries, Government of Jharkhand, Senior Project Officer, CIDC will be the Chief Nodal Officer for the Second Party for this assignment. Each Chief Nodal Officer may nominate nodal officers from their respective institution for carrying out different activities from time to time as may be deemed necessary.

ARTILCE - 4:

Any dispute between the parties shall always be tried to be resolved by mutual consultation. In case of any dispute, both parties agree to submit themselves to arbitration by the Chief Secretary, Jharkhand. who will be the sole arbitrator.

Other than above, the proper forum for adjudication of all disputes arising out from this agreement, shall be settled under the jurisdiction of Court of Jharkhand.

ARTICLE-5

For the first year

The Government of Jharkhand shall release an one time advance payment equivalent to 15 % [fifteen percent] of the project value of the targeted work for the first year. This works out to Rs.9.00 Cr. (Nine Crore).The support thus provided shall enable us to develop the physical infrastructure, to impart in state training to the learners. Substantial invest are needed to establish the physical infrastructure, and CIDC being a not for profit organisation, having establish by Government Of India, can only make limited investment.

Pooja Singh

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झारखण्ड, रांची

[Signature]

1. 50% [Fifty percent] of the fees be paid to CIDC based on the conformed registration, before commencement of the work, but after verification by the department.
2. 25% [Twenty Five percent] of the fees be paid to CIDC, upon completion of one month's training.
3. 10% [Ten percent] of the fees to be paid after conclusion of training and employment to the students.

For subsequent years.

1. 50% [Fifty percent] of the fees to be paid to CIDC based on the confirmed registrations, before commencement of the work, but after verification by the department.
2. 40% [Forty percent] of the fees to be paid to CIDC upon completion of one month's training.
3. 10% [Ten percent] of the fees to be paid to CIDC after conclusion of training and employment to the students.

ARTICLE-6

Allotment of lands for setting up of Training centres to the Second Party may be considered strictly as per the Government Rules and Provisions of State Government. Second Party will make efforts for setting up of three to four Training Centres at the earliest.

Pragya Singh

उद्योग निदेशक
भारत सरकार, रांची

IN WITNESS WHEREOF THE PARTIES HERE TO NAMELY
DEPARTMENT OF INDUSTRIES GOVERNMENT OF JHARKHAND
AND CIDC HAVE SIGNED AND EXECUTED this MOU in the presence
on the date and the year first above mentioned.

For

Department Of Industries
Government Of Jharkhand
(FIRST PARTY)

Pooja Singhal

Name : Smt. Puja Singhal

Designation: Director of Industries

For

CIDC
(SECOND PARTY)

Sri P.R.Swarup

Name: Sri P.R.Swarup.

Designation: Director General, CIDC.

Date:

Date:

In the presence of

1. *रविशंकर*
उप उद्योग निदेशक,
उद्योग निदेशालय
झारखण्ड (रांची)
2. *Ms*
13/7/13
परियोजना प्रबंधक
उद्योग विभाग, झारखण्ड सरकार

In the presence of

1. *Manita*
2. Construction Industry Development
Council, New Delhi

Annexure-I

LIST OF APPROVED TRADES BY CIDC

NON-MATRICULATES skilled artisans (duration-2 months)				MATRICULATES skilled artisans (duration-2 months)	
General		Earth moving machinery			
1	Mason	1	Concrete vibrator operator	1	Mate
2	Driller	2	Spray man	2	OMC Technician
3	Tiler	3	Mechanic	3	Mechanic-Auto/Heavy Vehicles
4	Plasterer	4	Diesel Mechanic	4	Mechanic-Earth Moving Equipment
5	Painter	5	Excavator operator	5	Batching Plant Operator
6	Carpenter	6	Hydraulic Excavator operator	6	Stone Crusher Operator
7	Electrical Fitter	7	Motorized Grader Operator	7	Hot mix plant Operator
8	Bar Bender/Steel fixer	8	Wheeled loader Operator	SUPERVISORS (duration-3 months)	
9	Shuttering Carpenter	9	Crawler Dozer Operator		
10	Stone cutter & Dresser	10	Road Roller Operator	1	Store Keepers
11	Electrical wireman	11	Dumper Operator	2	Land Surveyors
12	Roof sheet layers	12	Machine Operator	3	General works Supervisor
13	Erection foreman	13	Crane Operator	4	Quantity Estimators
14	Riggers	14	Tar Boiler Operator	5	Building Materials lab. Technicians
15	Welders	15	Tower Crane Erection & Operations	6	Accountant
16	Plumbers	16	Vibratory Road Roller Operator	7	Soil lab. Technicians
17	Rubble Mason			8	Asphalt lab. Technicians
18	Concrete Mixer Operator			9	Draughtsman-Civil
19	Public Health Related (Tasting of water & sewerage etc.)				

E/Misc/Vividh.