

PR 22-000095



छत्तीसगढ़ CHHATTISGARH

L 533785

MoU to be signed by selected ITIs under Result Area-1 of STRIVE

PERFORMANCE-BASED GRANT AGREEMENT

THIS PERFORMANCE-BASED GRANT AGREEMENT (hereinafter called 'this Agreement') is made on this day of between the President of India acting through....., Director General/ Addl. Secretary, Ministry of Skill Development and Entrepreneurship, Government of India, New Delhi (hereinafter called 'the First Party');

The Governor/ Administrator of the State/UT of..... acting through.....Secretary/Principal Secretary, Government of.....

(Address) (hereinafter called 'the Second Party')

AND

Runal Jaiswal [Secretary, CG MSME Industries Assn.]

the Chairperson of the Institute Management

Committee for the ITI with the name

of *Puri Pvt. I.T.I. DMC Society*

located at *S. C. Road,*

Old Bhalai (C.G.) (hereinafter called 'the Third

Party')

(hereinafter jointly called "the Parties").

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under this Agreement.

3. Institute Strategic Plan

The Third Party shall implement ISP as per the guidelines laid down in the Operations Manual

4. Key Performance Indicators

The following Key Performance Indicators (hereinafter called 'KPIs') shall be measured under the PBGA, on the basis of performance which amount shall be provided to the Third Party:

1. Percentage increase in number of graduates at the respective ITI
2. Increase in female enrolment rate across trades being conducted at the respective ITI
3. Percentage increase in total enrolments at the respective ITI
4. Increase in percentage of total trainees at the respective ITI who have undergone OJT as per the prescribed curriculum

The targets for each KPI and the amount corresponding to each target are specified in the Operations Manual.

5. Eligible Expenditures

The Third Party shall utilize the funds received under the PBGA for expenditures recognized as eligible in the Operations Manual. Utilization of funds for any other expenditure shall not be considered valid under this Agreement.

6. Project Accounts

- a. The Third Party shall designate the account of the Institute Management Committee Society account to be used for the sole purposes of the PBGA. Such account shall be called the ITI Project Account.
- b. All funds released under the PBGA by the First Party shall be transferred to the ITI Project Account of the Third Party, through Second Party.
- c. The Third Party shall make all expenditures in relation to and for the purpose of the PBGA from the ITI Project Account.

7. Release of Funds

- a. The First Party shall release to the Third Party, through Second Party, grants amounting to 40% of the



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allocation approved by the NSC upon execution of this Agreement and as specified in the Operations Manual.

- b. For further installments after the release of funds under sub-clause (a) above, the Third Party shall make an application for release of funds in accordance with the Operations Manual.
- c. The Third Party shall be entitled to receive funds allocated only against those targets that it is able to meet in accordance with the timeline agreed upon and laid down in the Operations Manual.
- d. The Third Party that is not meeting agreed milestone at a specified point in time, will not receive the corresponding funding related to the target milestone, irrespective of actual expenditure already effected.
- e. Additionally, if the Third Party achieves the milestone in succeeding year(s) during the course of the STRIVE, the fund(s) corresponding to that milestone shall be released in that year.
- f. The Third Party shall be entitled to receive funds when:
 - i. The Third Party has achieved one or more targets for KPIs in accordance with the timeline set forth in the Operations Manual;
 - ii. The Second Party has verified that such target(s) has/have been achieved; and
 - iii. The Third Party submits evidence that it has incurred expenditure up to the amount of funds allocated for the target(s) against which funds have been claimed.
- g. If the expenditure incurred by the Third Party to achieve a milestone exceeds the amount of funds allocated for such milestone, the Third Party shall not be entitled to receive amount in excess of the allocated amount of funds.

8. Release of Amount only on Achievement of Targets

The First Party shall not be liable to provide amount to the Third Party if the targets for KPIs as laid down in the Operations Manual are not achieved, even if the Third Party incurs expenditure in undertaking activities towards the achievement of the targets or in undertaking other activities for the purposes of the PBGA.

9. Procurement and Financial Management

The Third Party shall carry out all procurement activities and maintain records and accounts adequate to reflect the operations, resources and expenditures incurred in the implementation of the ISP in accordance with procurement and accounting practices as set forth in the Operations Manual,; and have such records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor, in accordance with the Operations Manual.



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10. Monitoring

The Third Party shall:

- a. Establish and/or maintain policies and procedures that would allow the First Party, Second Party and/or The World Bank to carry out supervision and monitoring activities under the PBGA;
- b. Prepare and furnish to the First Party, Second Party, The World Bank and/or its representatives, all such information that the First Party, Second Party and/or The World Bank, shall reasonably request in relation to its activities under the PBGA; and
- c. Accept random and/or unannounced physical or documentary inspections by the First Party, Second Party and/or The World Bank for the monitoring of, and in relation to, the carrying out of its activities under the PBGA.

11. Anti-Corruption

The Third Party shall undertake all activities under the PBGA in compliance with The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing dated February 1, 2012 and revised July 10, 2015 ('the Anti-Corruption Guidelines').

12. Suspension and Termination

- a. The First Party and/or the Second Party shall have the right to suspend or terminate the right of the Third Party to withdraw and use the proceeds of the released amount:
 - i. Upon any failure of the Third Party to perform obligations under this Agreement; or
 - ii. Upon The World Bank declaring the Third Party ineligible under the Anti-Corruption Guidelines.
- b. The Third Party acknowledges and consents to the First Party's right of restitution of any amounts released under this PBGA with respect to which fraud and corruption has occurred, or with which an ineligible expenditure has been paid.



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13. Environmental and Social Systems

The Parties shall carry out the Project in accordance with the environmental and social systems set out in The World Bank's Environmental and Social Systems Assessment, dated June 30, 2016, as amended from time to time, and applicable to the Project, which sets forth the Project's environmental and social benefits, risks and impacts, and recommends remedial measures to strengthen the social and environmental systems performance

Signed at day of 2019

For and on behalf of

IMC as Chairperson

For and on behalf of

The Governor/ Administrator

State/UT Government of

.....

(.....)

(Shri /Smt.....)

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CG MSME INDUSTRIES ASSO.
BHILAI, CHHATTISGARH**

(... [Renu G Pillay] ...)

**Secretary Government
Govt. of Chhattisgarh
Education and Employment Deptt.**

For and on behalf of

The President of India

(.....)

**Director, K. J. Somaiya Institute of Management Studies and Research, Mumbai
Ministry of Skill Development and Entrepreneurship, Govt. of India, New Delhi
Government of India**

Witnesses

1. *[Signature]*
Secretary
Govt. of Chhattisgarh

2. *[Signature]*
Secretary
Govt. of Chhattisgarh

Witness *[Signature]*
1. *[Signature]*
2. *[Signature]*

[Signature]
प्रवीण कुमार, आई.ए.डी.एस. (PARVEEN KUMAR, IAS)
उप निदेशक प्रशिक्षण/उप निदेशक प्रशिक्षण
भारत सरकार/Ministry of Skill Development and Entrepreneurship
कोशल विकास एवं उद्यमता (डी.जी.डी.)
Ministry of Skill Development and Entrepreneurship (DGT)
नई दिल्ली/Kaushal Bhawan, New Delhi

2. *[Signature]*
सतीश पुरी / SATISH PURI
राष्ट्रीय महासचिव / GEN. SECRETARY
PRIVATE ITI SANCHALAK SANGH, INDIA
REGD. NO. 32867/17

चित्रा / CHITRA
प्रशिक्षण अधिकारी/Training Officer
प्रशिक्षण महासंस्थान/Director General of Training
कोशल विकास एवं उद्यमता, भारत सरकार
Ministry of Skill Development and Entrepreneurship
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

**PBGA Signing Date for STRIVE selected
ITIs of Chhattisgarh**

NCVT MIS Code of the ITI	Date of Signing
GR22000030	09.09.2020
GR22000031	14.01.2020
GU22000002	07.10.2020
GU22000003	09.09.2020
GU22000065	09.09.2020
GU22000161	14.01.2020
PR22000056	09.09.2020
PR22000095	16.04.2020
PU22000150	14.01.2020
PU22000188	16.04.2020