



Tamil Nadu Skill Development Corporation

Expression of Interest (EOI)
for Empanelment of Training Partner for undertaking
Short-Term Training under
Tamil Nadu Skill Development Corporation (TNSDC)

No: 975/SDC-7/2023

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1 Disclaimer

1. Though adequate care has been taken in the preparation of this Expression of Interest Document (EOI document), the Bidder should satisfy himself/ herself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the issuing authority at the below mentioned address

Contact : Tamil Nadu Skill Development Corporation (TNSDC), Integrated Employment Offices Campus (1st Floor), Thiru.Vi.Ka Industrial Estate, Guindy, Chennai – 600 032,
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E-mail : eoic2023@tnsdc.in (Only for Clarifications regarding EOI)

Website : <https://www.tnskill.tn.gov.in>

2. Neither TNSDC nor their Employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source before submission of this EOI.
3. Neither TNSDC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. TNSDC reserves the right to reject any or all of the EOIs submitted in response to this EOI document at any stage without assigning any reasons whatsoever. TNSDC also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the Bidders who submit the EOI.
5. TNSDC also reserves the right to modify or amend or add to any or all of the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations.
6. Neither TNSDC nor their employees will have any liability in case of non-receipt of any correspondence from them to the Bidders due to network problems or any other system-related issues.
7. If any information provided by the Bidder in the application or provided by the Bidder in response to any subsequent query by TNSDC, is found to be incorrect or is a material misrepresentation of facts, then the application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of TNSDC and if TNSDC is adequately satisfied.

8. In case the due date of the application is a holiday declared by State or Central Government, the next working day will become the due date for submission of the application.
9. Bidders should obtain all necessary clearances for participating in the EOI process before submitting their application and ensure they are eligible to participate in this EOI process.
10. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and after the application process. TNSDC shall reject an application without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the application process.
11. The following terms shall have the meaning here in are respectively assigned to them:
 - i) "Corrupt practice" means:
 - a. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the application process; or
 - b. engaging in any manner whatsoever, whether during or after the application process, with any person in respect of any matter relating to the project, who at any time has been or is a legal, financial or technical adviser of TNSDC concerning any matter concerning the Project;
 - ii) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the application 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 Application Process;
 - iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the TNSDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application Process;
 - v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders to restrict or manipulate a full and fair competition in the Application Process and subsequent selection process.
 - vi) Training Partner (TP): A Training Partner is the one who registers Training Centres on TNSDC portal and acts as an umbrella organization for its respective Training Centres.

- vii) Training Centre (TC): A TC is registered and created by a TP to conduct training under various NSQF aligned and non-NSQF job roles under the guidelines laid down by the TNSDC.

12. Important Disclaimer to be considered by the applicants

- i) TNSDC does not guarantee target allocation to any/all organizations/TPs applying through this EOI.
- ii) TNSDC shall in no case be responsible or liable for the costs/expenses being incurred by the TP/TC while applying regardless of the conduct or the outcome of the process.

2 Introduction

Tamil Nadu Skill Development Corporation was registered as a non-profit, Section 8 Company (Section 25 Company as per the old act) under Companies Act in the year 2013 to address the skill gap requirement and to expand the ambit of its functions. Initially, it was formed as Tamil Nadu Skill Development Mission in 2009 and later converted into a Society followed by incorporation as a Company under the Companies Act.

2.1 Vision and Mission

Tamil Nadu Skill Development Corporation is created with the objective of increasing skilled manpower in Tamil Nadu so as to fulfil skill needs of industries there by attracting large investments to our State. The Vision 2023 document envisages training and skilling 20 Million persons by 2023. To achieve this objective, Government has taken pro-active measures to enhance the skilled work force in the state quantitatively and qualitatively, thereby transforming the state into a Skill Hub of the country. This will ultimately attract investment to our state resulting in large scale employment generation benefiting youth.

2.2 Nodal Agency for Skilling

1. The Government has decided to integrate various skill building programs implemented by different departments to ensure the effectiveness of Skill Training activities. The vision of the Government was to bring in a centralized system of selecting and monitoring skill training courses and institutions besides tracking the trainees till they get employed. Hence the Government has declared the Tamil Nadu Skill Development Corporation as a Nodal Agency for entire state in the year 2013. This ensured adopting common standard framework of programs and fee structures, by which overlapping or duplication of efforts and wastage of resources will be avoided. This declaration helps in creating synergy among different departments engaged skill development activities.

TNSDC invites the Expression of Interest (EOI) from various Industries, MSME's and training agencies for empanelment as Training Partners to undertake projects under short term skill training schemes in the state of Tamil Nadu. Industries and MSME's onboarding as training Partners are expected to train the candidates in their premises and in turn provide the captive employment with in the same company or sister concern.

The scheme implemented by Training Partners which is selected by TNSDC and these Training Partners are from various backgrounds public sector, private entities, corporate houses, Govt. institutes of excellence etc. This scheme has a component of skill training and placement attached to it and a suitable payment is made to the training Partners as per scheme guidelines.

The training Partners are expected to apprise themselves with all aspects of the detailed guidelines of the schemes mentioned below before applying.

2.3 Objective

The basic objective of this EOI is for selection of reputed organizations / industry pioneers /institutions as "Training Partner" for TNSDC is to set up Short Term Skill Training for imparting skills to unemployed youth of Tamil Nadu in the sectors specified.

3 General terms and conditions

3.1 Governing Law

The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.

3.2 Confidentiality

- a) Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TNSDC in relation to, or matters arising out of, or concerning the Empanelment Process.
- b) TNSDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. TNSDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or TNSDC.

3.3 Legal Fees and Duties

The successful Bidder shall be entirely responsible for stamp duties and any other applicable cost/fees other such levies imposed.

3.4 Change in Laws and Regulation

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

3.5 Ethical Standard

TNSDC requires that Bidder must observe the highest standards of ethics during the execution of the contract for the purpose of this provision, the terms set forth as

If it is noticed that the Bidder has indulged into Corrupt / Fraudulent / Collusive / Coercive / Obstructive practices.

- a. It will be a sufficient ground for TNSDC to terminate the contract and initiate black-listing of the Bidder.

3.6 It will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract\

3.7 Force Majeure

The successful Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components. For purposes of this clause, Force Majeure means an event or situation beyond the control of the successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful Bidder.

Such events may include, but not be limited to, acts of TNSDC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify TNSDC in writing of such condition and the cause thereof. Unless otherwise directed by TNSDC in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.8 Change orders and Contract Amendments

TNSDC may at any time order the successful Bidder to make changes within the general scope of the Contract, in any one or more of the following:

1. The place of service delivery.
2. The related services to be provided by the successful Bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful Bidders performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful Bidder for adjustment under this Clause must be asserted within 45 days from the date of the successful Bidders receipt of TNSDCs change order.

3.9 Right to accept and to reject any or all Proposals

1. Notwithstanding anything contained in this EOI, TNSDC reserves the right to accept or reject any proposal and to annul the empanelment process and reject all proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Such misrepresentation/improper response as described herein shall lead to the disqualification of the Bidder.
3. In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by TNSDC to the Bidder, without TNSDC being liable in any manner whatsoever to the Bidder.

3.10 Termination

TNSDC, at its discretion, can terminate the empanelment of an TP earlier than the expiry of One (1) year period in the event of failure of TP to remain eligible in view of prevailing eligibility conditions (as revised from time to time) or to perform as per contract deliverables or other relevant reason(s) given in writing to the TP.

Payment upon Termination

TNSDC may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the TNSDC.

In case of deviation of the norms on part of the training provider, TNSDC will have the authority to enforce any recovery for the payment already made.

3.11 Applicable laws

1. The Contract shall be interpreted in accordance with the laws prevalent in India
2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees/ officers/ staff/ personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Department will give notice of any such claim or demand of liability within reasonable time to the Bidder.
4. All legal disputes are subject to the jurisdiction of Civil Courts Chennai only.

3.12 General Terms of Proposal Submission

1. Each Bidder must submit a single proposal.
2. Sub-contracting, sub-letting, franchisee arrangement of any kind for the conduct of training under TNSDC is NOT permitted.

3. One Application per Bidder can cover multiple districts. Each training center proposed by an Bidder should contain the details of the sector for training along with job roles in which the Bidder organization wishes to conduct trainings
4. As per “**Labour and Employment (S2) Department G.O.Ms. No. 23 dated 27th January 2015**”, automatic approval will be accorded to Central Government Institutions, State Government Institutions, subject to fulfilment of conditions.
5. Also, leading business houses / Indian multi-national companies which have a strong foot hold in their core manufacturing activities shall also be considered for automatic approval in their respective sectors, subject to fulfilment of conditions. Similarly, companies with more than INR 20 crore turnover will be considered for auto approval, subject to fulfilment of conditions.
6. Other Industries, Educational institutions, private entities willing to provide training free of cost (under CSR) shall also be considered for automatic approval.
7. The Bidder organization once selected will be allocated targets and will be monitored for quality aspect of training, placement and other factors.
8. TNSDC does not guarantee target allocation to any/all organizations/TPs applying through this EoI.
9. TNSDC shall in no case be responsible or liable for the costs/expenses being incurred by the TP/TC while applying regardless of the conduct or the outcome of the process.
10. Any application that has been created or saved as draft but not submitted will be considered null and void by TNSDC.
11. TNSDC shall receive the proposal in accordance with the terms set forth in this EOI and other documents that may be provided by TNSDC pursuant to this EOI as amended/clarified from time to time by TNSDC.
12. Bidders shall not have a conflict of interest ("Conflict of Interest") that affects the Empanelment Process or any sanction of work that may follow. Any Bidder found to have a Conflict of Interest is liable to be disqualified.
13. Any misrepresentation shall lead to disqualification of the Bidder.

14. TNSDC will not return any proposal or any information provided along therewith. TNSDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EOI. Failure of TNSDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TNSDC thereunder.

3.13 Failure to agree with the Terms & Conditions of the EOI

Failure of the Bidder to agree with the Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of empanelment.

3.14 Right to accept and to reject any or all Proposals

1. Notwithstanding anything contained in this EoI, TNSDC reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof,
2. In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by TNSDC to the Bidder, without TNSDC being liable in any manner whatsoever to the Bidder.

4 Process to register as a Training Partner

4.1 Application Process

- Interested Institute/ organization / Industry/ Industry Association/ Government Organisations shall register as a Training Partner in TNSDC portal under the respective category viz.,
 - Mode -1: Green Channel Training Partner (Factory Skill School/Centre of Excellence/ Industrial Association)
 - Mode -2: Training Partners / Educational Institutions who have signed Placement MoU with Industries/Factories/Establishments
 - Mode -3: Training via Corporate Social Responsibility (CSR) mode
 - Mode -4: Mobilization cum Placement Partnersand submit their application through www.tnskill.tn.gov.in
- This application process is completely online process.
- The Bidder must apply through TNSDC portal only. No hard copy would be accepted by TNSDC.
- Hard copies may be submitted only if particularly asked by TNSDC.

Please find the relevant links below:

1. [User Manual for Green Channel](#)
2. [User Manual for Training Partner creation](#)
3. [User Manual for Training Centre creation](#)
4. [Training Partner Login](#)
5. [Training Centre Login](#)

4.2 Green Channel Training Partner: Mode-1

- Green Channel is exclusively available for Leading Industries, Industrial associations, Government departments, institutions, PSUs
- Green Channel enables these organizations to become associated with TNSDC in providing job-oriented skill training programs for the youth of Tamilnadu.
- Green Channels allows the industries to fulfill their labour demand by train-assess-employ method by using Green Channel mode.
- Green Channel partners are expected to train the trainees in their own facilities to expose them to Industrial atmosphere.

- Green Channel Partners are expected to provide the trainees wage-based employment/apprenticeship within their Organisations/sister concerns or placements in associated organizations post training completion. For this purpose, a **MoU document must be signed as per format annexed. Government departments, Institutions, PSUs also need to mandatorily submit placement plan. In case of self employment, details on evidence of hand over of machinery / kits, Govt Scheme benefits, MSME registration, loan receipts, bank statement of beneficiaries that denote increase in monthly income or any other documentary evidence that will be submitted post training must be clearly indicated in Self employment Plan document and must be uploaded in portal during registration itself.**
- The candidates who enrol for training under green channel should be unemployed youth and should not be the existing employees of any company (or) should not have received any professional compensation from any company.
- Green channel training program should happen within the industry and no third party should involve in training or any other manner.

4.2.1 Eligibility Criteria

The following are eligible to apply under Green Channel as “**Factory Skill School**” or “**Centre of Excellence**”

1. Industries with turnover above **Rs.20.00 crore**
2. Industry Associations with following conditions
 - a. Minimum 50 industries as its members.
 - b. Operational for at least 3 years (date of registration shall be considered for calculating the date of commencement of operations)

4.2.2 Mobilisation

- Mobilisation Cost of Rs 1000 per candidate will be provided to Green Channel Partner.
- The Green Channel partner can also opt for third party aggregator as mobilisation partner. If opted, the MoU between Green Channel partner and the third-party mobilisation partner is mandatory and has to be included in the detailed project proposal.
- Amount of Rs 1000 will be provided to the Green Channel Partner after the verification of candidate placement and employment for atleast 90 days in the industry.

4.2.3 Mandatory Requirement

1. Bidder’s financial results of past three years supported by audited accounts and Income Tax Certificate for last three years along with Certificate of Registration, PAN, GST, Annual Turnover registration etc. are to be submitted.
- ☐ Based on the applications received TNSDC shall evaluate the documents submitted by the Bidders along with the EOI. Where there is a requirement for clarifications, the official designated from TNSDC shall through email/ letter request for such clarifications in writing. Response to such requirement should be submitted within 5 business days of such communication from TNSDC.

- ☐ Weightage shall be given to the industries which have a strong foot hold in their core manufacturing activities and associations having a greater number of industry tie-ups for placements, exclusive Practice labs of desired standards and ready to use infrastructure facility for training other than workshop place, well qualified and experienced professionals.
- 2. CCTV
- 3. Static AEBAS device (Dynamic device strictly not allowed)
- 4. Industries need to mention their yearly labour/manpower requirement.

4.2.4 Application Procedure

Online Applications can be submitted throughout the year.

- Interested, eligible Industry/FSS/CoE/ Institution may apply for empanelment through online as per the Annexure-9.1: [List of fields at Green channel Partner registration stage.](#)

4.2.5 Selection Procedure

- ✓ All Government Departments & institutions will be empaneled as per **G.O.Ms.No. 23 Labour and Employment (S2) Department, Dt.27.01.2015.**
- ✓ Industries with turnover above Rs.20.00 crore will be empanelled and allotted target based on the labour demand/Vacancies explicitly mentioned in the proposal and competitive rates quoted in the proposal.

4.2.6 Cost Norms

- ❖ The competitive rates for NSQF category job roles with respect to Factory Skill School (FSS) should be less than or equal to the common cost norms as fixed below.

| Common Cost category | Cost per hour (in Rs) |
|-----------------------------|------------------------------|
| Category 1 | 32 |
| Category 2 | 27 |
| Category 3 | 24 |

- ❖ The competitive rates submitted for job roles under Centre of Excellence is subject to TNSDC final decision.
- ❖ The competitive rates submitted for non-NSQF categories is subject to TNSDC final decision. For Non-NSQF job roles, assessment and certification plan has to be provided by the respective Green Channel training partner in the project proposal itself.
- ❖ There is no inspection for Green Channel training partners. However periodic visits may be undertaken by TNSDC.
- ❖ The candidates who enroll for training under green channel should not be the existing employees /apprentice of the company (or) receive any kind of salary/stipend from the company.
- ❖ Green channel training program should happen within the industry.

4.3 Training Partner (TP): Mode-2

4.3.1 Eligibility Criteria

Training Partner (TP):

1. Previously empanelled Training Partners should have uploaded mandatory placement data (70%) as per TNSDC norms and those TP's who have uploaded placement details of less than 20% of total enrolled candidates are not eligible to apply till they upload mandatory placement details.
2. Bidder's financial results of past three years supported by audited accounts and Income Tax Certificate for last three years along with Certificate of Registration, PAN, GST, Annual Turnover registration etc. be submitted.
3. Based on the applications received TNSDC shall evaluate the documents submitted by the Bidders along with the EOI. Where there is a requirement for clarifications, the official designated from TNSDC shall through email/ letter request for such clarifications in writing. Response to such requirement should be submitted within 5 business days of such communication from TNSDC.
4. Training Partners are eligible to take training only for NSQF job roles and for special cases non NSQF job roles will also be considered for New Age courses.
5. Proposal of the Training partner will be taken up only if the training partner submits placement MoU signed between training partner and the industry/factory/establishment which employs minimum number of manpower based on categories of district in Annexure-4.
6. Weightage shall be given to the agencies having a greater number of industry tie-ups for placements, Practice labs of desired standards, ready to use infrastructure facility, well qualified and experienced faculty.

4.3.2 Cost Norms

- ❖ The competitive rates for bidding in NSQF categories should not exceed the Common Cost Norms as fixed below.

| Common Cost category | Cost per hour per candidate (in Rs) |
|----------------------|--|
| Category 1 | 32 |
| Category 2 | 27 |
| Category 3 | 24 |

- ❖ The comparison of the price bids proposed by the training partner is applicable within the respective district.
- ❖ In case, the training partner is applying for a same job role in two or more districts, the training cost may vary depending upon the respective districts' competitive price bids.
- ❖ The competitive rates per candidate proposed by the training centers should be inclusive of total training cost incurred by the training centers.
- ❖ This competitive bidding is not applicable for CSR mode training.
- ❖ The rates quoted by the lowest bidder in the competitive bidding will be subjected to final negotiation before the allocation of targets.

Boarding and lodging pay-out per candidate will be reimbursed as per rates approved by the board of TNSDC.

4.3.3 Mandatory Requirements

- Placement MoU's clearly mentioning Expected number of job vacancies, Job role, Job description, Entry level skill set, Eligibility/ Qualification etc. are mandatory. Empanelment is subject to validation of placement MoU and ascertaining of demand by TNSDC. **Proposals without Placement MoU in prescribed format will be summarily rejected in the first level itself.**
- Training of Trainers (ToT) certified instructor/ Trainer for NSQF job roles.
- Trainer with relevant experience in the job role/sector (new age courses) for non NSQF job roles.
- CCTV (360-degree rotation) with Voice recording feature.
- Static AEBAS device (Dynamic device strictly not allowed)
(Training Centre who fail to integrate CCTV & use AEBAS system during training will be blacklisted after a showcase notice)
- The Bidder should have excellent quality of tools, equipments and consumables at the training centre.
- The Bidder should have sufficient lab/workshop at the training centre.
- The Bidder should have sufficient classrooms at the training centre.
- Common Facilities like Drinking water facility, Toilet facility (Males and Females separately)
- Internet Facility, UPS/Power backup, Canteen facility, Building stability certificate, Fire safety certificate, Hostel facility, First Aid Kit, EB Power Supply

4.3.4 Target allocation to TP

Memorandum of Understanding: Training targets shall be allocated to TP's only after mandatory submission of the MoU with following conditions:

- Submission of valid employer assurance letter/ MoU's from employers with centre wise and job role wise numbers that the employer intends to hire from the training partner.

- For new age courses (Non – NSQF) minimum number of manpower in a firm can be relaxed based on CTC that will be offered to candidate post training.
- The Employer Should have minimum number of manpower (100 or 80 or 50 manpower based on categories of district in Annexure 4) in their organisation/establishment.
- The MoU's should clearly mention the name of the employer, job role wise proposed numbers to be hired, job role wise salaries and the period of validity of the MoU. (Format in Annexure)

- **Last date of application 09th July, 2023 for Mode 2**

4.3.5 Duration of Empanelment

The duration of the empanelment will be one year. This empanelment can be further extended for a period of 2 years, subject to performance review and approval of TNSDC state level committee. The TNSDC reserves all the rights to discontinue Training Partner any time in case of non-performance without any notice.

4.3.6 Evaluation methodology

The evaluation of the Bidders will be done at 2 levels.

1. Evaluation by the District Skill Committee (DSC)
2. Evaluation by the State Level Apex Committee (SLAC)

The evaluation of the applications will be carried out in the following manner:

1. The Bidders proposal will be evaluated as per the requirements and evaluation criteria as spelt out in 4.3.7 in the EoI.
2. At any time during the evaluation process, the TNSDC may seek written clarifications from the bidders. TNSDC may seek inputs from their professional and technical experts in the evaluation process.
3. TNSDC reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the evaluation process.

If at any time during the evaluation process TNSDC requires any clarification, it reserves the right to seek such information from any or all of the Bidders and the Bidders will be obliged to provide the same with supporting documents in the specified time frame.

TNSDC reserves the right to reject any or all applications without assigning any reason.

4.3.7 Evaluation Criteria

- The District Skill Committee will first look for the Placement MoU signed between the training partner and the Industry /Factory /Establishment with at least 100 man power in the prescribe format
- Proposals without Placement MoU in the prescribed format will be summarily rejected
- Then the District Skill Committee will inspect the factory/Industry /Establishment with whom placement MoU is signed and will ascertain the vacancies exist in the concern and ascertain the correctness of other details mentioned in the MoU and do meticulous validation. Only after

validation of the placement MoU, proposal will be taken up for evaluation by DSC else the proposal will be summarily rejected.

- The DSC will evaluate parameters mentioned in the detailed proposal like competitive cost quoted in the proposal, infrastructure, tools, equipment trainers, past track record etc and give specific recommendation to SLAC
- DSTOs have to present their recommendations district wise before scrutiny committee at state level and the SLAC will then evaluate the detailed proposal for empanelment and target allocation.
- The applicant should have a detailed proposal (with detailed cost breakup) for executing the training program.
- The training partners will be evaluated based on the quality of the proposal.

The proposal document (less than 5000 words) should highlight the approach and methodology that will be adopted to execute the training program in the best way possible. The indicative contents of the proposal can be:

- Project Over view
- Implementation Plan
- Placement plan along with employer
- Innovative practices in training methodology that will be adopted
- Past record of delivering
- Cost break-up – Expenses on faculty, infrastructure etc to be included.
- NSQF/international level training programs (With valid proofs)
- Details on past placement record and training experience.
- Curriculum, assessment and certificate plan for non- NSQF job roles.
- Testimonials/recommendation/certificate of appreciation from state and central government bodies from past 3 years related to work completed in skill development.

4.3.8 Payment Terms

In case of sanction of work post-empanelment, payment shall be guided by the training costs approved at the time of empanelment. The funds shall be released as per the following Schedule

| Installment | Payment Schedule | Criteria | Amount to be released |
|--------------------|--|--|---|
| First | After completion of 30% of the training period (Course duration) & Inspection report | ● On commencement of the training batch against validated candidates | ● 20% amount of the total eligible project cost per batch |

| | | | |
|--------|--|--|--|
| Second | On completion of the training program, Assessment and certification (Assessment is applicable only for trainees with minimum 80% attendance) | 1. On successful certification of the trainees. 2. Submission of Utilization Certificate for the previous payout. | <ul style="list-style-type: none"> ● 40% amount of the total eligible project cost per batch. ● UC should be submitted for the first installment for eligibility to claim. |
| Third | Placement details for 70% should be uploaded on TNSDC portal by Training Partner / Training Centre. After placement confirmation and verification. | 1. Outcome based on placements 2. Submission of Documents as specified in Sl.no. 8.9. | <ul style="list-style-type: none"> ● Remaining 40% of the total eligible project cost per batch will be paid after completion of 3 months of placement and its verification |

1. Payouts will be directly transferred to the Training Partners bank account after deducting TDS (as per the applicable rates). The amount disbursed to the TP against a dropped or failed candidate in the first tranche shall be adjusted in the subsequent tranches.
2. UC generated shall be signed and uploaded for all payments received (including TDS) in prescribed format. The UC shall be submitted once in every six months.
3. Upon successful completion and certification of non-residential skill training, candidates will be eligible to get an allowance of transportation cost. This amount shall be transferred to the Aadhar seeded bank account of the trainee. (The TC's should ensure the operational status of Trainees bank account to ensure smooth transfer of allowances)
4. Boarding and lodging pay-out per candidate will be reimbursed as per rates fixed by MSDE/TNSDC.
 - TP's have to submit necessary supporting documents/records of trainees utilizing hostel facilities.
5. Annual reconciliation of payout disbursed against each candidate certified and placed by the TP shall be undertaken before disbursement of the final tranche.
6. Any excessive payment shall be adjusted and released or recovered from the TP.
7. The Bank Account number should be in the name of Training Partners/ Organization/ Institutions and not by individual.

4.4 Training Partner under CSR: Mode-3

Under Training Via CSR , the following categories are eligible to apply

1. Institutions
2. Trusts

3. Industry/Industry Associations
 4. MSME's
 5. Training Partners/Centre's
 6. Any Establishment
- TNSDC will not bear any training cost.
 - Upon successful completion and certification of skill training, trainees will be eligible to get an allowance of transportation cost. This amount shall be transferred to the Aadhar seeded bank account of the trainees
 - TNSDC will be supporting such trainings by recognizing such training and bringing them under the ambit
 - of TNSDC (TNSDC is the apex nodal agency for Skill development in Tamilnadu)
 - TNSDC will support in boarding & lodging, Assessing and Certifying the trainees with certificates (Assessment cost will be borne by TNSDC for all eligible candidates undergoing assessment) if required.
 - Under CSR, conditions and processes mentioned for green channel partner & training partners are applicable with relaxations.

4.5 Mobilization cum Placement Partners: Mode-4*

4.5.1 Eligibility Criteria

- Experience: Organizing and running manpower agencies for a minimum of two years.
- Employment Placement: Securing employment for at least 1000 persons within the past two years.
- Minimum Turnover: Having a minimum turnover of at least Rs. Two lakhs per year.
- Bidder's financial results of past two years supported by audited accounts and Income Tax Certificate for last three years along with Certificate of Registration, PAN, GST, Annual Turnover registration etc. to be submitted.
- The MPP's should submit the list of industries that they signed MoU.
- Based on the applications received TNSDC shall evaluate the documents submitted by the Bidders along with the EOI. Where there is a requirement for clarifications, the official designated from TNSDC shall through email/ letter request for such clarifications in writing. Response to such requirement should be submitted within 5 business days of such communication from TNSDC.

4.5.2 Scope of work

- Empanelment of Mobilization and Placement Partners (MPPs): The Mobilization and Placement partner will identify unemployed skilled and unskilled workers in Tamil Nadu. They will be

responsible for mobilizing these candidates and equipping them with the necessary aptitude and basic knowledge related to the required job roles and produce them to the Recruiting Companies (RC) against existing vacancies.

- Candidate Selection and Training: MPPs will present the mobilized candidates to the RCs for the existing vacancies. The RCs will conduct an initial assessment and select the required number of candidates. Candidates who possess the required attitude and minimum knowledge can be directly presented to the RCs. For unskilled workers, MPPs will provide the necessary training and guidance to develop aptitude before presenting them to the RCs.
- On-the-Job Training and Absorption: Upon candidate selection by the RCs after their initial assessment to determine the suitability of the candidates, Industry/Factory/Establishment will provide on-the-job training for specified job role.
- Separate MOU between Recruiting Companies and The Mobilisation and Placement Partners in this regard has to be submitted by the MPPs with following details.
 - Name of the industry / Factory / Establishment
 - Address
 - PAN, GST, Certificate of Registration, & Annual Turnover
 - Number of Vacancies
 - Job Roles
 - Salary

4.5.3 Payment Terms and Conditions

- Payment for MPPs: MPPs will receive a payment of Rs 2000 for every candidate finally selected and absorbed by the RCs. The entire payment will be released after the verification of candidate, who is placed and employed for atleast 90 days in the RC as mentioned in the MoU.

4.5.4 Proposal Submission:

- Interested parties should submit a detailed proposal outlining their experience in organizing and running manpower agencies, along with relevant documentation.
- The proposal should include a track record of successful employment placements, highlighting the number of candidates placed and the industries they were placed in, outline the methodology and approach the MPP will adopt to mobilize, train, and present suitable candidates to the RCs.

4.5.5 Evaluation and Selection:

- Proposals will be evaluated based on the following criteria:
- Experience and track record in organizing and running manpower agencies. Successful employment placements and the number of candidates placed. Financial stability and minimum turnover requirement.
- Methodology and approach for mobilizing and training candidates. Overall feasibility and alignment with the objectives of TNSDC.
- TNSDC reserves the right to accept or reject any proposal received without assigning any reason. Selected MPPs will be notified and required to enter into an agreement with TNSDC.

*The feature will be enabled in the portal shortly and till such time hard copy of particulars may be submitted to the DSTO of the respective districts.

5. Clarifications

- ☐ Bidders requiring any clarification on the EoI may notify TNSDC in writing or by letter and/or e-mail to eoI2023@tnsdc.in.
- ☐ TNSDC shall endeavor to respond to the queries within the period specified therein through letter/e-mail. However, TNSDC reserves the right not to respond to any question(s) or provide any clarification(s), at its sole discretion, and nothing in these Clauses shall be taken or read as compelling or requiring TNSDC to respond to any question or to provide any clarification.
- ☐ TNSDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by TNSDC shall be deemed to be part of the EoI. Verbal clarifications and information given by TNSDC or its employees or representatives shall not in any way or manner be binding on TNSDC.
- ☐ For certain job roles, the applicability of apprenticeship/placement clause will be decided by the Committee.
- ☐ TNSDC reserves all rights for final empanelment of training center and target allocation.
- ☐ Empanelment as a TC is not a guarantee for target allocation.

6. Amendments

- ☐ At any time prior to the deadline for submission of Proposals, TNSDC may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the EOI by the issuance of Addenda.
- ☐ Any Addendum thus issued will be uploaded on the website. TNSDC will post the addendum/replies to the queries on the TNSDC website without identifying the source of queries.

- ☐ In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, TNSDC may, at its own discretion, extend the timelines mentioned having due regard for the time required by the Bidders to address such amendment.

7. Scope of Work for bidders

The selected TP/TC would be required to carry out the following activities within stipulated timelines which shall be decided by TNSDC.

The following is the broad scope of work for Selected TPs if they are sanctioned work under TNSDC skill development training initiative. Detailed scope of work shall be incorporated into the Agreement signed between TNSDC and the Selected TP prior to execution of work.

7.1 Mobilization of Trainees

1. TPs have to mobilize candidates as per the mode applied for. Preference may be given for candidates mobilized through Government departments, unemployed youth data in TNSDC portal and for candidates having Skill Vouchers*.
2. Post Mobilization, TPs are expected to provide trainee with all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping trainee and their families make informed choices.
3. TNSDC MIS system is already functioning. TP has to upload the information of mobilized trainee information on the TNSDC portal.
4. While selecting the candidates for training preference should be given to Women, Destitute widows, SC/ST, differently abled and Transgender based on the eligibility.
5. The Training Partner should not claim funds for same set of skill training batches from both state and central schemes. In such cases TNSDC has rights to cancel the ongoing batch and target assigned.
6. In case the Training Partner is involved in Skill training for multiple schemes, details of those schemes needs to be furnished along with Trainee information.
7. TP/TC's cannot apply for the same job role, that they are already involved in training for other Schemes.

*Detailed guidelines on Skill Vouchers will be issued separately.

7.2 Training Centre Readiness

1. Training can be residential or non-residential in nature.
2. Bidders are required to have dedicated training centres for skill training.
3. Training centres must be verified and approved by TNSDC prior to initiation of training. In case of Government Bodies, the same is exempted.
4. Each training centre must be equipped with the infrastructure prescribed under the relevant Qualification Pack by the concerned Sector Skill Council for the job roles in which training will be imparted.
5. Training centre infrastructure (land and building) may be owned or hired.
7. AAHDAR Enabled Biometric Attendance System (AEBAS) is mandatory.

8. Training infrastructure should be available as per the NSQF norms.
9. All training centre must be established as per the center specification norms set by NSDC/ concerned SSC and also as prescribed for the relevant Qualification Pack/s by the concerned Sector Skill Council for the job roles in which training will be imparted.

7.3 TNSDC Branding

Induction Kit

The successful Bidder will need to provide each trainee with the induction kits comprising of following items at their own cost with a mandated TNSDC logo on all the below listed items

- TP/TC's failing to adhere to the branding norms is subject to penalization cut in the training cost that is being released by TNSDC
 1. The front entrance of the TP/TC's should display a multicolor flex banner with official logo of Tamilnadu government, TNSDC & Naan Mudhalvan.
 2. The TP/TC's should display the benefits of TNSDC skill training program printed in A3 size pamphlets at minimum 5 places inside the centre. (Benefits include Free training, Travel allowance of Rs.100/per day, Certificate by government (on successful completion of training and assessment) , Placement assistance)
 3. T-shirt (Male) or Jacket (Female)
 4. Diary & ID Card, holder with wired tag
 5. Back Pack (Bag)

The induction kit items should be printed with TNSDC branding. Details of the branding designs will be shared with the successful Bidder.

7.4 Training

1. TP has to create a batch size of not more than 30 trainees for conduct of skill development training.
2. Attendance must be collected only through AADHAR linked biometric attendance system.
 - (a) **Any technical issue/glitch of AEBAS device with respect to attendance recording should be intimated to TNSDC via portal service help desk within one working day at [TNSDC Service Desk | User Registration](#)**
 - (b) **Failing to communicate such inability in entering the attendance through AEBAS to TNSDC within one working day will be subjected to nullifying the attendance of such unreported days.**
3. CCTV/IP enabled camera monitoring, Videography and Photography
 - (i) Proper documentation (Including CCTV footage Storage) of the training of each batch by way of Videography, Photograph should be taken and furnished (both hard and soft copy) to TNSDC at the end of training or whenever required otherwise the TC empanelment will be cancelled.
 - (ii) The TP / TC shall produce relevant records / document /CCTV footage backup during the inspection carried out by TNSDC or its authorized officials.

7.5 Trainers

1. The instructors/faculty must be mandatorily a certified Training of Trainer (ToT) with relevant experience in the said jobroles/sector as per NSDC norms.
2. Persons deployed as trainers by the TPs must be competent instructors in possession of requisite Qualification, Certification, knowledge, Skills and Experience in their domain.
3. All Trainers shall be certified from approved State / Central master training institutions as per guidelines issued by MSDE.

7.6 Assessments & Certification

1. After completion of training, trainees would be assessed and certified by Sector Skill Council or SCVT or any other reputed agency for NSQF Job roles as decided by TNSDC.
2. TP should also conduct regular internal assessment in the form of quizzes, assignments and tests to develop the learning habit among trainee.

7.7 Placement

1. TPs have to upload the Placement MoU in the prescribed format by TNSDC which will be used to scrutinize the empanelment and target allocation (Refer Annexure II)
2. The TP should furnish at least anyone of the following details of the Establishment the MoU is signed with, (furnished details is subject to verification and TNSDC reference)

- ☐ PAN details (Mandatory)
- ☐ GSTIN details
- ☐ TAN details
- ☐ DPIIT registration details
- ☐ MSME registration details

3. TP should provide placement to passed out candidates. TP should also ensure a minimum assured placement for 70% of the batch continuously for a minimum of 90 days.
4. The TP would provide up to three placement opportunities to all the eligible trainees to ensure placement of all candidates
5. Out of the three placement opportunities, at least one should be local placement within the state of training.

5.1 : **In case of wage employment**, TCs need to upload a valid proof of placement. The following documents are considered valid proof of employment:

- ✓ Appointment letter issued by the employer
- ✓ A letter issued by the employer with details like the placed candidate name, date of joining and cost to company (CTC) Salary certificate
- ✓ Salary slips issued by the employer.
- ✓ Salary payment proof (NEFT details, bank account statement, or passbook entries) showing the monthly credit details

5.2 : **For apprenticeship**, either bank statement or salary statement shall be mandatory.

7.8 Self-employment of Candidates

In case of self-employment, TPs are required to upload a self-declaration letter issued by the candidate. In addition, the center must provide a proof that candidates have been employed gainfully in livelihood enhancement occupations, which may include the following:

- Trade license
- Proof of enterprise set up
- Proof of hand overing Kit / equipment's / Machineries provided (if applicable)
- Proof authenticating that the candidate is part of the producer group
- Proof of additional earnings (bank statement)
- Any other suitable and verifiable document, as prescribed by the respective Ministry/Department
- Proof of the Mudra Loan availed

7.9 Post Placement Tracking

1. Maintain the record of all trainees who got successfully placed after completion of training for a period of not less than 3 months and update the relevant information on TNSDC portal in the prescribed format like salary details, career plan, employers feedback etc.
2. Contact details of successful trainees should be passed on to TNSDC for sample checking

7.10 Other conditions

1. Submission of all the requisite documents as decided by TNSDC unfailingly (online portal of TNSDC).
2. The TPs shall be responsible for all aspects of the training including center readiness, quality of training delivery, assessment and certification, and outcomes required from the training.
3. Adequate practical and on the job training/internship must be incorporated into the training module wherever necessary.
4. Any Organization black listed/debarred by any Central / State Government/TNSDC are not eligible to apply as Training partners.
5. During the inspection, if any violation of the prescribed norms is reported by the inspecting officer nominated by TNSDC, penal action like revocation of targets, deduction from payouts will be initiated.

8. Penalty Clause

Non-complaint entities will be penalised as per the discrepancies observed after due diligence. In case of severe non-compliance, a training centre may be suspended for a period of six months or more or may be blacklisted from the skill ecosystem. In cases of severe malpractices, FIR may be registered against the TP in severe cases, fund disbursement may be stopped, and any disbursement(s) made earlier to the TP may be recovered, adjusted in future payments etc.,.

9. Annexure

- 9.1 MoU format for Mode1
- 9.2 MoU format for Mode2
- 9.3 Categories of districts for Boarding and Lodging
- 9.4 Categories of districts based on industrial density

Annexure-I

(Training Partner Logo)

(Company Logo)

**TAMIL NADU SKILL DEVELOPMENT
CORPORATION**
(A Unit of Government of Tamil Nadu)
MEMORANDUM OF UNDERSTANDING

Date: _____

From,

Green Channel Partner Name:

Single Point of Contact Name:

Address:

Email Address:

Contact Number:

We are glad to inform you that we are signing an MoU with TNSDC for the purpose of placements for the trainees trained under TNSDC.

We hereby declare that we have tentative (number) vacancies for the year 2023-24 for

| Job Role/Trade | Sector | Stipend/Salary/ Month (in Rs) | Job Location | Number Of Requirements |
|-----------------------|---------------|--|---------------------|-----------------------------------|
| | | | | |

Total Manpower in the Company/ Establishment:

We declare that we are willing to fulfil our staff demand for (number) vacancies by recruiting them upon satisfactory completion of the training period.

The MoU is valid for next ____ Year.

We also ensure atleast 90 days (Subject to performance) of minimum continuous mandatory wage-based employment / Apprenticeship* in line with the government's minimum wages act /Apprenticeship Act as the case may be.

Seal and Sign
(HR/Manager/CEO/Proprietor)

*Existing apprentices cannot be covered under this training

Annexure-II

(Training Partner Logo)

(Company Logo)

TAMIL NADU SKILL DEVELOPMENT CORPORATION (A Unit of Government of Tamil Nadu) MEMORANDUM OF UNDERSTANDING

Date: _____

From,

- Company Name:
Proprietor/Single Point of Contact:
Address:
Email Address:
Contact Number:

We are glad to inform you that we are signing an MoU with _____ (TP Name) for the purpose of placements for the trainees trained under TNSDC.

We hereby declare that we have (number) vacancies for the year 2023-24 for

Table with 5 columns: Job Role/Trade, Sector, Salary/ Month (in Rs), Job Location, Number Of Requirements

Total Manpower in the Company/ Establishment:

We declare that we are willing to fulfill our staff demand for (number) vacancies by recruiting them from (training partner name)

The MoU is valid for next ____ Year.

We also ensure atleast 90 days (Subject to performance) of minimum continuous mandatory wage-based employment /apprenticeship in line with the government’s minimum wages act /Apprenticeship act as the case may be.

We also agree to furnish any one of the following details of our establishment to ensure smooth collaboration.

- PAN details (Mandatory)
GSTIN details
TAN details
DPIIT registration details
MSME registration details

Seal & Sign (HR/Manager/CEO/Proprietor)

Seal & Sign (Training Partner)

Annexure III

Categories of districts for Boarding and Lodging

| State | Cities classified as "X" As "X" | Cities classified as "Y" | Cities classified as "Z" |
|------------|---------------------------------|--|---|
| Tamil Nadu | Chennai | <ul style="list-style-type: none">• Salem• Tiruppur• Coimbatore• Tiruchirapalli• Madurai | Any other city apart from the ones classified as X or Y in the state. |

Annexure IV

Categories of districts based on industrial density*

| A – 100 Manpower | B - 80 Manpower | C- 50 Manpower |
|---|--|---|
| Chennai Kanchipuram Coimbatore | Kanniyakumari Sivaganga Villupuram Tuticorin Tirupathur Karur Dindigul Tiruvannamalai Ranipet Thanjavur Tirunelveli Pudukkottai Salem Erode Madurai Vellore Tiruppur Cuddalore Tiruchirappalli Chengalpattu Thiruvallur Krishnagiri | Tenkasi Kallakurichi Mayiladuthurai Thiruvarur Theni Ramanathapuram Virudhunagar The Nilgiris Namakkal Nagapattinam Ariyalur Dharmapuri Perambalur |

*Industrial density is derived from the total number of apprentices enrolled in apprenticeship portal.

Sd/---
Managing Director