



Expression of Interest (EOI) Inviting Training Partners

for

Implementation of Project

'Skill Development of youths in Aspirational Districts in area of IECT leading to enhancement in Employability'

Sponsored by MeitY, Govt. of India

Implemented by
National Institute of Electronics and Information Technology
(NIELIT)

(An Autonomous Scientific Society of Ministry of Electronics and Information Technology, Government of India)

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1. Scope of the Project

To conduct Skill development training program in the area of Information Electronics and Communications Technology (IECT) for 2520 number of youths (SC / ST / EWS (Women)) of aspirational districts of Uttar Pradesh over a period of 3-years through an array of NSQF aligned courses.

2. Background

The objective of Skill Development is to create a workforce empowered with the necessary and continuously upgraded skills, knowledge and recognized qualifications to gain access to decent employment or to make them employable and ensure India's competitiveness in the dynamic global market. It aims at increasing the productivity and employability of workforce (wage and self-employed) both in organized and unorganized sectors. It seeks increased participation of youth, women and other disadvantaged sections to synergize efforts of various sectors and reform the present system with the enhanced capability to adapt to changing technologies and labour market demands.

Recognizing this need and to develop and connect the youths of these identified Aspirational Districts with the mainstream development agenda and to facilitate them to contribute to the growing economy, NIELIT has conceptualized several skill development oriented course which are being conducted through its own 43 Centers/ Extension Centers and 900+accredited institutes / training partners. The objective is to develop and enhance individual competencies (skill, knowledge and aptitude), to enrich and enlarge resource pool of ready to deploy candidates for addressing large human resource needs of current and future industry needs in the country for the Government and private sector.

3. Duration and Target of the Project

A total of 2520 youths from 07 Aspirational districts of Uttar Pradesh are targeted to train on 04 skill development courses listed at Para 7 in the area of IECT over a period of 3 years.

The year wise/Category wise breakup of target is tabulated below.

Category	SC candidates	ST candidates	EWS (women) candidates	TOTAL candidates
1st Year	224	224	112	560
2nd Year	462	462	231	1155
3rd Year	322	322	161	805
Grand Total	1008	1008	504	2520

4. Beneficiary Districts

Sl no.	Name of the district
1	BAHARAICH
2	BALRAMPUR
3	CHANDAULI
4	CHITRAKOOT
5	FATEHPUR
6	SIDDHARTHANAGAR
7	SONBHADRA

5. List of Skill Development Courses (NSQF aligned courses of NIELIT in the area of IECT)

Sr. NO.	Qualification Name	Job Role	Eligibility	NSQF Level	Duration (in Hrs)
1	Certification Course in Data Entry and Office Automation	Data Entry Operator, Computer Operator	10+2 in any stream with min 50% marks or ITI Certificate (One Year) after class 10th with min.50% marks in ITI	4	135
2	Diploma in Installation & Repair of Consumer Electronics Products	Support Technician	ITI / 12 th Pass	4	350
	Advance Diploma in Computer Application Accounting and Publishing	Office Assistant	10+2 with knowledge of Basic computer and Internet Concepts	4	200
4	Solar-LED Lighting Product (Design and Manufacturing)	Designer (low cost LED products for common use like Lanterns, table lamps, etc.) Technician / Service Engineer (Installation, Assemble & Maintenance of Solar Panel)	10th/ITI	4	350

*Note: No. of Theory hours and Practical hours are 40% and 60% of total hours respectively for those courses where the same is not mentioned in NSQF files.

6. Course wise Target (No. of Candidates to be certified)

Sr. No.	Qualification Name [A]	Target No of candidates to be certified	No. of Batches with 30 candidates [C]	No of Batch per district [D]	No of Candidates per district [E = D*30]
1	Certification Course in Data Entry and Office Automation	840	28	4	120
2	Diploma in Installation & Repair of Consumer Electronics Products	210	7	1	30
3	Advance Diploma in Computer Application Accounting and Publishing	1050	35	5	150
4	Solar-LED Lighting Product (Design and Manufacturing)	420	14	2	60
,	Total	2520	84	12	360

7. Hardware, Software and Faculty Requirements for Skill Development Courses:

Cert	Certification Course in Data Entry and Office Automation			
H/W Requirements		S/W Requirements	Faculty Requirements	
*	8 PCs with latest	MS Office, Typing	Faculty (Qualification)	
	configuration & 4 GB RAM	Master	* B.Tech/BCA/BSc(IT/	
*	Graphics card,		CS)/ NIELIT A/B	
*	Speaker		Level	
*	Microphone.		Supporting Faculty	
			(Qualification)	
			* BSc (IT/CS)/A Level	

Diploma in Installation & Repair of Consumer Electronics Products			
H/W Requirements	S/W Requirements	Faculty Requirements	
* Electrical and Electronic toolkit, * LCD/LED TV * Cable TV installation and testing equipment's, * FM radio, * Cordless Phone, * VCD/DVD * Tool kits - 4 Set, * Devices 2 each, * Consumable & other items as per requirements	NIL	* BE / 3 yr. Diploma (Electrical/Electronics / ECE/Instrumentation)or MSc Electronics Supporting Faculty (Qualification) * ITI / 3 yr. Diploma in relevant discipline.	

Advance Diploma in Computer Application Accounting and Publishing				
H/W Requirements	S/W Requirements	Faculty Requirements		
* 8 PC's with 8 GB RAM * Graphics card * Speaker * Microphone	Latest version of MS Office, Tally ERP, Adobe Photoshop, PageMaker Coral Draw	Faculty 1 (Qualification) MCA/ Graduate with A level / PGDCA (knowledge of DTP) Supporting Faculty (Qualification) * B.Com with O level		
		and knowledge of Tally		

Solai	Solar-LED Lighting Product (Design and Manufacturing)				
	H/W Requirements	S/W	Faculty Requirements		
	, -	Requirements			
*	Resistance of different value & Wattage	NA			
	ratings Capacitor of different types		Faculty 1 (Qualification)		
*	Transistors – BC 546, BC 547, SL 100,				
	2N3055		• BE/B.TEch		
*	Rectifier Diode		(Electrical,		
*	Step down Transformers of different		Electronics & ECE)		
	ratings Zener Diode of different values		or MSc(Electronics)		
*	LED of different colors and wattages for		with 6 month		
	lighting purposes Electronics & Electrical		relevant experience.		
	Tool Kit (5 nos)		refevant experience.		
*	3 Pin Voltage Regulators				
	(7805,7905,7812,7912)- 3 nos each				
	Connecting wires				
*	Logic GATE ICs		Company time To solt or		
*	PWM IC's (TL 494, LD7575PS,DAP008)		Supporting Faculty		
*	OPAM/Comparator(LM 324,LM 339)		(Qualification)		
*	Digital Multimeter (5 nos)		• 3 yr. Diploma		
*	CRO (2 nos)		(Electrical,		
*	Function Generator (2 nos)		Electronics or ECE)		
*	DC Regulated Power Supply (0-15V, 10 A)		or B. Sc		
	(2 nos) Linear & Digital IC Tester		(Electronics)		
	(2 nos)				
*	Clamp meter (AC/DC) (2 nos)				
*	Soldering Iron (5 nos)				
*	Solder Wire(80/20) Soldering				
	Flux(liquid/paste)				
*	Microwatt Soldering Iron (3 nos),				
*	Desoldering Station (2 nos),				
*	Desoldering Pump (2 nos)				
*	Power Inverter sets (2 nos)				
*	Stabilizer/CVT(2 nos)				
*	Battery Charger (2 nos)				
*	Solar panels of different wattages & types				
	(min. 5 nos) Bread board (10 nos				
	minimum)				
*	Lux meter (2 nos)				
*	Hot air gun (2 nos)				
*	Flux Remover (2 nos)				
*	Consumable & other items as per				
	requirements				

Note: In addition to the given requirement, the following is also required

- 1. Power Backup & internet connectivity with at least 2 mbps line
- 2. Color Printer & Scanner
- 3. Multimedia Projector for Teaching
- 4. A faculty for teaching personality development and communication skill may also be required as the same is also desired in NSQF courses.

8. Selection of Training Partner (TP):

The TP's who are already registered with NIELIT for any of the four NSQF courses mentioned under the project need not to take affiliation for that course. However, if an institute which is not registered for NSQF aligned course with NIELIT want to start the project may take affiliation from NIELIT for the course as per procedure already defined in Handbook for NIELIT's NSQF Aligned Courses which is available at http://www.nielit.gov.in/content/nsqf for affiliation of these 04 NSQF courses.

Shortlisting of TP: A three-member committee Chaired by Center Head or his representative, consisting of Nodal Officer and Investigator/Co-investigator/PCU member from NIELIT HQ will short list the TP based on the criteria below:

Sr. No.	Criteria	Max. Marks
1	No. of students admitted in any NIELIT NSQF course in last 2 years	40
2	Distance from Municipal body (Nagar Palika/Parishad etc.)	20
3	Date of Operations Education field (particularly in IT & Electronics courses)	10
4	Tie-up with industry and previous placement records	20
5	Training Facility availability	10
	Total	

* Minimum qualifying mark is 50.

Interested training partners may submit the application form placed at Appendix-1. A copy of the agreement to be signed with the selected TP is placed at Appendix-2.

9. Selection of Candidates:

A three-member committee comprising of Nodal officer from NIELIT center, head/authorized signatory of training partner and one members from Dept. of Social Welfare / Dept. of SC/ST development/ Dept. of Women and Child Development of the concerned State Government / Local employment exchange may select the candidates fulfilling minimum eligibility criteria for admission as per qualification file of the course and on merit basis. Candidates with higher qualifications may be preferred.

A student can take benefit under this project only once, i.e. one student can enroll for one course only during the entire project and only once. This will be the responsibility of TP to ensure that no student is enrolled multiple times in one course or in multiple courses under the project. Further, there will be provision also in the portal to check duplicity of student records.

10. Implementing Strategy

i) Admission Process

Preliminary Registration for admission in any course will be done online by candidates and TP will assist candidates in Registration. Admission in any course will be granted to registered students after due process of short listing / scrutiny by the three-member committee mentioned in Selection Criteria. Opening of registration in any course will be notified on portal/website of the project well in advance and also TP and NIELIT RC will publicize the same.

Short Listing of Candidates: Applications will be invited through online portal with a transparent process of publicity in regional or local dailies/ web-site/ direct counseling at educational institutions or names/list or data of candidates may be provided/uploaded by Dept. of Social Welfare / Dept. of SC/ST Development/ Dept. of Women and Child Development of the concerned State Government / Local employment exchange etc. All these activities will be overlooked by Nodal Officer of NIELIT Center by approval of Center Head.

While admitting a candidate by Training Partner (TP), TP will thoroughly check and upload caste certificate, education qualification certificate, ID Proof and other documents on online portal of every student in a batch. In case in later stage after admission of a candidate, document of beneficiary uploaded on portal is found fake, then TP will not get any reimbursement for training and certification of such beneficiary.

ii) Training:

Training will be delivered in Aspirational districts through NIELIT centre, NIELIT Accredited institutes, NSQF or ESDM training partners and State Govt. departments like Employment Exchanges which is affiliated to implement the project by NIELIT Center as per the prescribed syllabus and format mentioned in Qualification files of the 4 courses available at https://nqr.gov.in/.

Training Partner (TP) will maintain records of Student preliminary registration, shortlisted Student (for training by committee) records and attendance and provide to NIELIT Official for inspection. Promotion of project, Study material and Library will be provided to students by Training partner and no additional cost will be claimed by TP for these purposes (Training fee includes all these expenditure). Training will be conducted as per course details mentioned in qualification files of these four courses.

In view of the present COVID-19 scenario, the TP may be asked to implement the training in Lab & Online Training Partner (L&OTP) Model also as defined below.

In this model NIELIT collaborates with Training Partner (TP) which provides Lab facility and also the classroom facility where provision of TV/Desktops/Laptops etc. will be made, through which students will attend online theory training conducted by NIELIT and Practical will be conducted by Training Partner at lab facility available in their premises.

Eligibility Criteria of L&OTP:

- Institute having requisite lab facility as per qualification file for respective Course which the institute is interested to collaborate with NIELIT.
 - Must have qualified lab faculty for conducting lab sessions.
- Must have IP based Camera facility in labs through which NIELIT will be able to monitor the practical classes conducted by the training partner.
- Lab should be sufficient spacious so that social distancing norms may be ensured.
 - Training Partner must have classroom with proper technical facility through which the students can attend online classes conducted by NIELIT Remotely.
 - Classroom must have IP based Camera facility through which NIELIT will be able to monitor the attendance conducted by the training partner.
 - Classroom should be sufficient spacious so that social distancing norms may be ensured.

Monitoring Mechanism

a) TP may be asked to submit the CCTV footage of classroom on random basis.

0r

b) Flying squad surprise visit.

0r

c) Sudden video call by Nodal Officer, RPCU or any NIELIT Official.

iii) Placement Assistance:

NIELIT Centre through RPCU& TP of concerned TP/District may conduct Job fair at NIELIT Center/tie-up with industry/online remote interview if possible, to facilitate certified candidates to get suitable job. RPCU & TP will be responsible for facilitating placement related activity.

iv) Impact Assessment or Project Implementation Review:

An impact assessment of the project would be carried out through third party like DTU, IIM etc. so that the learning's /mid-course corrections, if any, could be carried out during the balance period of implementation of the project.

If required, NIELIT may also take feedback from beneficiary or other stake holders at regular intervals to review the implementation of project and make necessary changes through due procedure.

11. Coordination & Roles & Responsibilities:

i) NIELIT HQs:

Director General, NIELIT would be responsible for overall management of the Project and will be supported by the coordination team at NIELIT HQs.

ii) NIELIT Centers:

- o One Nodal Officer at each NIELIT Centre has been nominated for this project.
- Director of each center is responsible for the management of the project in the states of their region.
- Responsible for conduction of Online Theory classes as per NSQF files and candidates will attend the theory classes at L&OTP premises.

iii) Centre level Nodal Officer

Each of the NIELIT centers will have a Nodal Officer to oversee the implementation of the project at the center level. The responsibilities are:

- o Affiliation of Training Partners.
- Allocation of targets to affiliated training partners.
- o Collaboration with Social Welfare of respective State / Employment Exchanges and other organizations for getting list of eligible list of candidates.
- o Placement and counseling support to the successful candidates.
- Will be responsible for all financial matters of the project, will explain and clarify various financial aspects of the project to finance wing of concerned NIELIT Center.
- Responsible for timely preparation of Utilization Certificates and submission to NIELIT HQ as when required.
- Responsible for smooth conduction of Online Theory classes as per NSQF files and candidates will attend the theory classes at L&OTP premises.

iv) Role of TP

The TP registered by NIELIT Center after due process to implement the project in a respective district will have following roles:

- o To promote the project/program at District Level.
- o Will play active role in selection of beneficiary/candidate to be certified.
- To conduct training of candidates as per Qualification File of courses and support in conduction of examinations.
- o To guide students and help them in training & certification related matters.
- To submit invoices in proper format along with all requisite documents to NIELIT Center.
- Any other activity not covered above as felt in future by NIELIT Center/RPCU/PCU/NIELIT HQ.

v) Role of L&OTP

- The L&OTP registered by NIELIT Center after due process to implement the project in a respective district will have following roles:
- L&OTP will nominate a coordinator who will be contact person and in-charge for all activities that are to be performed by L&OTP under the project.
- o L&OTP will provide fill assistance to Nodal Officer of NIELIT.
- o To promote the project/program at District Level.
- o To play active role in selection of beneficiary/candidate to be certified.
- L&OTP will do the preliminary registration of interested students through online forms under supervision of Nodal Officer from NIELIT Center.
- L&OTP will conduct the practical for the courses in line with qualification file of the corresponding course.
- L&OTP must have faculty & lab Instructor who can conduct practical classes as per the course requirement.
- L&OTP will maintain requisite monitoring provisions in its labs like IP based Camera etc. through which NIELIT center / Nodal Officer can monitor the ongoing practical classes live and also students can ask queries if any from the NIELIT Faculty.
- L&OTP will maintain recording of all practical classes date wise which can be asked by NIELIT/ MeitY any time for verification.
- L&OTP must have classroom with proper technical facility through which the students can attend online classes conducted by NIELIT Centers Remotely.
- o IP based Camera facility through which respective NIELIT Centers will be able to monitoring attendance conducted by the training partner.
- Classroom should be sufficient spacious so that social distancing norms may be ensured.
- o To guide students and help them in training & certification related matters.
- To submit invoices in proper format along with all requisite documents to NIELIT Center.
- o Any other activity not covered above as felt in future by NIELIT Center/RPCU/PCU/NIELIT HQ.

Activities and Revenue Sharing

Sno.	Activity	NSQF TP	L&OTP
1.	Accreditation	By NIELIT Center	By NIELIT Center
	Process		
2.	Candidate	By TP	By L&OTP
	Enrolment		
3.	Theory Lecture	By TP	By NIELIT Center
	Delivery		but L&OTP will provide Classroom
	-		facility
			-

4.	Lab session Delivery	Ву ТР	By L&OTP
5.	Assessment of students	By NIELIT HQ	By NIELIT HQ
6.	Payment model	Reimbursement will be made to TP @75% payment for total Course fee as per NSQF rates. RC will keep 25% for conducting FDP for Faculty & Lab Instructors of TP and meeting various expenditures towards implementation of the project.	Reimbursement will be made to L&OTP @75% of per hour rate the duration of practical component of the course. RC will keep the remaining 25% for duration of practical component. Since theory component of training will be conducted by RC and L&OTP will provide classroom and other facility, 75% remuneration for theory component will be kept by RC and remaining 25% share will be given to L&OTP.

^{*}As per Project proposal of NIELIT HQ, per hour rate is Rs.40 for courses mentioned at sl no.1, 3, 4 of para5 and it is Rs.46.7 for course mentioned at sl no.2 of para5.

12. Examination & Certification System:

Examination would be conducted by NIELIT HQ in line with the syllabus prescribed in Qualification file of the course.

Examination:

Examination would be conducted through online mode by Examination Section NIELIT HQ, at the end of the course for assessing the overall knowledge of the participants along with NSQF Course Exams.

Certificate:

All the successful participants would be issued Digital Certificate as in case of NIELIT NSQF courses.

13. Post Certification Activities

Raising invoice by Training Partner (TP):

After completion of training and certification of a batch, invoice will be generated from online portal by the TP. TP will verify the invoice online, upload attendance of students and other necessary documents in that batch after due attestation and forward it to Nodal Officer of the NIELIT Center in the corresponding state. Nodal Officer will further verify these details, take approval of Director and payment will be done to TP by Center.

14. Grievance Handling

All grievances of training partner and students will be addressed by concerned

NIELIT Center. Head of NIELIT Center will be solely responsible for smooth conduction of training in districts under the jurisdiction of concerned NIELIT Center.

Matters related to changes in policy/implementation strategy of the project will be dealt by NIELIT HQ.

15. **Guidelines for submission**:

The following conditions should be noted while submitting the Documents:

- i. The Sealed application duly super scribed: "Application against Tender Enquiry no. NIELIT/GKP/SD/Aspirational Districts/IECT/2020 for providing Training Facility-Skill Development of youths in Aspirational Districts in area of IECT leading to enhancement in Employability'
- ii. Canvassing in any form, direct or indirect, on part of Applicant will render the application liable for exclusion from consideration.
- iii. Incomplete or late submission of documents will not be considered. This office will not responsible for any postal delays.

Documents complete in all respects, should be submitted at following address on or before last date & time: THE EXECUTIVE DIRECTOR, NIELIT, Gorakhpur Centre, M.M.M. University Campus, Deoria Road, Gorakhpur-273010.

16. Schedule for submission of documents

S. No.	Name of the activity	Date
1.	Advertisement & website display	18/12/2020
2.	Last date for submission of Sealed Documents	08/01/2021 04:00 PM

Application Form

1.	Course Applied l	NSQF Affiliation				
		Number				
	(i) Cortification	Course in D	ata Entry and Office	of the institute		
	(i) Certification Automation					
		nstallation &	Repair of Consumer			
	Electronics P		e Repair of dollsamer			
			mputer Application Accounting			
	and Publishi		P P			
	(iv) Solar-LED Li	ghting Prod	uct (Design and Manufacturing)			
2.	Category of the i					
	Accredited from	NIELIT O	District Employment Exchange	O ESDM training Partner		
		O BAHAR	AICH O BALRAMPUR O CH.	ANDAULI 🔾		
3.	District	CHITRAKO	TOO			
		O FATEHE	PUR • SIDDHARTHANAGAF	R O SONBHADRA		
4.	Name of					
	Institute					
	A 1.1 C					
5.	Address of Institute					
	mstitute					
6.	Name of					
0.	Authorized					
	person					
7.	Contact Number	(I III)		(Malala)		
		(Landline)		(Mobile)		
8.	Email-id					
9.	State	UTTAR PR	ADESH			
10	. PAN Number					
11	No. of students re	gistered in a	any NIELIT NSQF course in the la	st		
	2 years at your in					
	Name of the NSQ	F Course	No. of Students registered	No. of Students Passed		
	CCC					
'O'-level						
'A'-Level						
	Any other NSQF C					
	(attach separate Sh					
	required)					
12. Distance in Km. from Municipal body (Nagar Palika/Parishad						
40	etc.)					
13. Date of Operations in Education field (particularly in IT & Electronics courses)(attach the						
do	cumentary proof)	i & Liectron	nes courses factaen the	, ,		
uu	cumentary proof			Attach the report with		
14	. Tie-up with indu	documentary proof.				

15. Availability of Hardware, Software and Faculty(attach the relevant documents)				
(i).	Whether the Hardware is available as per the NSQF Guidelines.	ONo	OYes	
(ii).	Whether the Software is available as per the NSQF Guidelines	ONo	OYes	
(iii).	Whether the Faculty is available as per the NSQF Guidelines	ONo	OYes	
(iv).	Whether the Supporting Faculty is available as per the NSQF	ONo	OYes	
16. Training Facility Availability (attach the clear photographic evidence)				
(i).	Availability of Safe Drinking water	ONo	OYes	
(ii).	Availability of Separate Washroom for Men/Woman	ONo	OYes	
(iii).	Availability of Parking Facility	ONo	OYes	
(iv).	Availability of reliable Internet	ONo	OYes	
(v).	Availability of Printer & Scanner	ONo	OYes	
(vi).	Availability of Waiting Area/Room	ONo	OYes	

Date:	Signature of the authorized person
Seal of the institute:	Name:
	Designation

Format for Agreement

(on Rs. 100/- stamp paper)

This agreement entered into on this........day of between **NIELIT CENTRE name** (a unit of **NIELIT Society**, which is an autonomous scientific society of Ministry of Electronics & Information Technology, Government of India), <.......ADDRESS OF NIELIT CENTRE.......> (hereinafter referred to as **First Party** which term and expression shall mean and include its successors and assignees) represented by its Head/Director on the **ONE PART**:

AND

The <......Training Partner.......> (hereinafter referred to as **SECOND PARTY** which expression shall include its successors and assignees) and represented by authorized signatory Mr XXX, Head /Director on the **OTHER PART**:

WHEREAS First Party invited applications for providing training for <Project title>with assistance of MeitY, Govt. of India and whereas the SECOND PARTY tendered to provide the same.

AND WHEREAS **FIRST PARTY** awarded the contract for the said training to SECOND PARTY, after due process of Shortlisting the training partner.

AND WHEREAS **SECOND PARTY** has a security deposit in favor of **FIRST PARTY** for the due fulfillment of his obligation under this deed – Deposit amount of `XXXX/- being 5 percent of the training fee for batch of 30 candidates for the course <Course Name> (in the form of DD or Bank Guarantee No. dated)

WHEREAS **FIRST PARTY** and **SECOND PARTY** desire to mutually associate with each other to commence the **training program in <Project title>**through its training centres in the said district of said state.

Now it is hereby agreed by and between the two parties hereto as follows:

- 1. SCOPE: SECOND PARTY will conduct training program in <Project title>through its centre in <District & State name>for the course <Course Name>.
 - **1.1. Training program: <Project title>**as per details strictly as per NIELIT NSQF norms, Qualification file of the course and project guidelines.
 - **1.2. SECOND PARTY** through its respective district coordinators will ensure the availability of necessary infrastructure and qualified and trained faculty suitable for conducting the respective training programs at the respective training centre.
 - **1.3.** The maximum number of candidates to be trained in the district of <District & State name>for the course <Course Name> is 30 per batch.
- 2. OBLIGATION OF SECOND PARTY:

- **2.1. <Project title> for the** <District name> for the course <Course name>,
- **21.1. SECOND PARTY** proposing to conduct the training program shall furnish an undertaking that it fulfils all the necessary requirements in terms of infrastructure, hardware, software, faculty and library if applicable, etc for conducting the training programs and shall allow the **FIRST PARTY** personnel or its representatives for inspections of the training center if they so desire.
- 212. If the training is not carried out to the satisfaction of FIRST PARTY/end user and if the behavior or character or conduct of the personnel engaged by the SECOND PARTY are found to be unsatisfactory at any time during the period of operation of the contract, FIRST PARTY reserves the right to terminate the contract with one month's notice and if the contract is so terminated the SECOND PARTY shall not have any claim whatsoever for compensation for the remaining period of contract. The security deposit of the SECOND PARTY shall be forfeited in such cases.
- **213. SECOND PARTY** or its district office shall monitor and coordinate the training programs conducted through its training centre and ensure that the training programs are conducted as per the criteria mentioned in Qualification File (QF) of the courses available at National Qualification Register https://nqr.gov.in/, NIELIT NSQF norms, and project implementation SoP/norms.
- **214. SECOND PARTY** shall ensure that the persons employed for training possess the minimum essential qualification(s) and maintain a trainee: PC/lab practical training instruments ratio of 2:1 to ensure quality of the program
- **215. SECOND PARTYs** Training charges for the Courses (includes GST and other applicable overhead charges)as per NSQF training fee rates per candidate which covers cost of publicity & study material also.
- **216 SECOND PARTY** shall maintain a Student Registration Register, a Student Record Register and Student Attendance Register as given below.
 - (a) **Student Registration Register:** Student Registration Register shall contain details like Serial No.; Student Name & Address; Student ID Number; Date of Admission; Course Name, Course Code & Duration; Batch

Code, Start Date & End Date, Sex, date of birth, caste, community details

- **(b) Student Record Register:** Student Record Register shall contain details like Serial No.; Student Name; Student ID; Course Name; Period of Study; Assignment/Test paper/Model Exam Nos. & marks/Grades awarded.
- **(c) Attendance Register:** with signatures of the candidates for each of the day's attendance

relevant documents of the beneficiary like educational qualification, caste certificate etc.

- **217. SECOND PARTY** shall print and distribute the necessary Course material/handouts for the program as per the syllabus/course material mentioned in QF.
- **218 SECOND PARTY** will ensure the quality of the training programme by implementing a Two-Tier Evaluation Project: (1) Continuous evaluation by means of Assignments & Class Tests and (2) Final Evaluation by NIELIT as per Examination for NIELIT NSQF aligned courses.
- **219. SECOND PARTY** shall tie-up with the local industries for providing placement assistance for the candidates.
- **21.10. SECOND PARTY** shall provide any other reports or information required by **FIRST PARTY** in connection with this training program.
- **21.11. SECOND PARTY** shall nominate a **Co-ordinator/authorized contact person** for this project.
- **21.12. SECOND PARTY** shall not sub-contract the whole or part of the contract or assign the contract or any part thereof to any other third Party

3. OBLIGATION OF FIRSTPARTY:

- **3.1. FIRST PARTY** shall coordinate the selection of the candidates based on the applications received and the candidates will be allocated to the nearest training centre of the **SECOND PARTY.**
- **3.2. Payment terms:** Payment shall be made on completion of the courses and further certification of candidates based on the actual number of candidates certified on receipt of invoice along with relevant documents online through portal to **SECOND PARTY.**

4. Tenure /Renewal of the Agreement

This agreement shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of **One Year** from the date of such signing. On the expiry of One year, parties hereto shall be entitled to renew by mutual consent on such terms as may be then be agreed upon. If not renewed, **SECOND PARTY** shall be entitled to stop conducting the training program for the candidates in this project. Before such action, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued. This agreement shall not be terminated until successful completion of any pending Course.

5. <u>Breach of Terms of this Agreement</u>

If either party commits breach of any of the terms of this agreement, the other party may bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case he fails to do so and the breach continues for a period of 1 Month, the aggrieved party may treat this agreement as repudiated by the other party and forthwith serve a notice of termination and the aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by him for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause. In the event of breach of any of the terms and conditions of the agreement signed by the **SECOND PARTY**, the security deposit will also be forfeited.

In case of any such termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.

6. Termination of contract

The contract is liable to be terminated by either side on one month's notice. Abrupt termination or breach of the contract by the **SECOND PARTY** for reasons attributable to the **SECOND PARTY** will entail forfeiture of the Security Deposit of the **SECOND PARTY**.

If the **SECOND PARTY** (a) abandons the contract or has failed to proceed with the work or does not adhere to the committed schedules or technological requirements due to negligence or the progress on any particular item or items is slow (b) has failed to execute the work in accordance with the terms and

conditions of the contract, (c) is persistently or frequently neglecting to carry out their obligation under the contract, then **FIRST PARTY** shall be competent to terminate the contract unilaterally at its discretion at any time without notice and without paying any compensation or any other amounts and to proceed with the balance of the work through any other agencies and the **SECOND PARTY** is liable to compensate **FIRST PARTY** for losses incurred by it in such cases. In such termination of the contract, the Security Deposit made by the **SECOND PARTY** shall also be forfeited

7. <u>Iurisdiction</u>

This Agreement shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in <District of Office of SECOND PARTY >

8. Arbitration or Mediation

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.

In case of termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.

9. Modifications

The modifications in the Agreement can be done with the mutual consent of both the parties but strictly in line with the project guidelines.

10. The application, submitted documents by **FIRST PARTY to SECOND PARTY** and the record of the negotiation meeting held between **FIRST PARTY** and **SECOND PARTY** also form part and parcel of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and the year first above written

AGREED:

For (FIRST PARTY)

For (SECOND PARTY)

Institute Head signature &stamp)
stamp)

(Institute Head signature &

(Name in Block Letters)

(Name in Block Letters)

Name of FIRST PARTY	Name of SECOND PARTY		
Address	Address		
Contact Details	Contact Details		
E-mail ID	E-mail ID		
Website	Website		
Witness 1:	Witness 2:		
Signature:	Signature:		
Name: (in Block Capital Letters)	Name:(in Block Capital letters)		
Address	Address		

Contact No.

Contact No.....