

# **Expression of Interest**

# For Imparting training on Skill Development of Unemployed Youths of Odisha, Jharkhand, West Bengal, and Bihar for Enhancing Employability and Enabling Entrepreneurship TowardsSustainable Development of States

Sponsored by

Ministry of Electronics & Information Technology (MeitY) Govt. of India

**Implementing Agency** 

National Institute of Electronics & Information Technology, Patna Near IIT Patna, Amhara, Bihta, Patna(Bihar) -801106 patna@nielit.hov.in, 06115-235318, +91-8986020610 www.nielit.gov.in/patna/index.php

Last date for submission of Sealed Documents: 31st January, 2025

# **Invitation for EOI**

NIELIT Patna Centre invites Expression of Interest (EoI) from Accredited Institutes of NIELIT to provide (i) training, (ii) mobilize candidates for the training, and (iii) necessary infrastructure to conduct different NSQF courses to be monitored by NIELIT Patna This project is sponsored by Ministry of Electronics & Information Technology (MeitY), Govt. of India for SC/ ST and GEN-EWS Candidates in the Five Districts of Bihar.

Interested applicants are advised to study the EoI document carefully. Submission of EoI shall be deemed to have been done after careful study and examination of the EoI document with full understanding of its implications.

Interested applicants may download the format and other documents related to EoI from the website <u>www.nielit.gov.in/patna/index.php</u>

# The Expression of Interest must be delivered to the below address on or before 31-01-2025 by 5:30 Hrs.

To, The Executive Director NIELIT Patna Near IIT Patna, Amhara, Bihta, Patna(Bihar) -801106

The applicant would be required to study the objective of the proposed training program and its deliverables. The broad areas of scope of work includes, mobilization of trainees, registration, providing infrastructure, examination, and qualified faculty for imparting training.

The training is proposed to be conducted in Five Districts of Bihar. The EoI is invited for Five Districts of Bihar. The list of Five Districts of Bihar is as under-

Sl. No.	District	Geographical location in the state	No. of Candidates to be Skilled in 3 years
1	Gaya	South-Central	2502
2	Rohtas	South-West	2502
3	Lakhisarai	South-East	2502
4	Motihari	North-West	2502
5	Purnea	East	2502
		Total	12510
	SC/ST C	8757	
Other Than SC/ST Candidate (Approx. 30 %)			3753

The beneficiary candidates under the scheme are youths of Bihar belonging to any of the following category-

- $\checkmark$  SC (Scheduled Caste).
- ✓ ST (Scheduled Tribe).
- ✓ GEN-EWS (Economically Weaker Section) Candidates.

The candidates will have to produce a valid certificate for each of the above category inorder to be eligible for admission to the training courses under the scheme.

Depending upon the geographical area of coverage and the transport convenience of the

trainees identified, more than one training institute may be identified and training target shall be split and awarded as per NIELIT decision.

The applicant institution will be paid remuneration for the conduct of training as per details at Annexure-III. The remuneration will include everything including the cost of Infrastructure, manpower, study material to candidates etc.

The institute will raise the tax invoice to NIELIT Patna after successful completion of the training of the candidates along with relevant documents like Student monthly attendance records, Batch approval Copy (by the three-member committee constituted by NIELIT centre), and list of all the candidates of the batch whose reimbursement claim is being applied for.

Reimbursement will be made to TP @ course fee per trained candidate as per details at Annexure-III from the "Training Expenditure Head"

Reimbursement of NSQF Examination fee will be reimbursed One time as per NIELIT Norms as per actual basis per candidate. For second attempt NSQF Examination certificate onward Candidate/TP will have to bear the examination Fee by themselves.

Private, Non-Accreditated institute of NIELIT may also participative in his EoI, but before starting to Course/MoU/Work order NIELIT Accreditation for that particular NSQF course must be taken as per NIELIT NSQF accreditation granting norm.

After completion of training, invoice will be generated by TP along with attendance of students and other necessary documents in that batch after due attestation and forward it to Co-PI of NIELIT Patna Co-PI will further verify these details, take approval of Executive Director NIELIT Patna and payment will be done to TP by the Center after due scrutiny of submitted documents.

Interested institutes should submit a letter of expression of interest along with their infrastructure details in the specified format as given in Annexure IV and V for providing training.

The information provided should be sufficient such that the infrastructure and other requirements are fulfilled as per the requirement of the selected NSQF course to carry out the training.

The selection/ empanelment of Training Partner will be in accordance with the criteria set by NIELIT and based on the evaluation by the committee constituted for the purpose.

The short-listed/ empanelled institution will be communicated and on agreeing the terms shall be invited to enter into an agreement with NIELIT Patna.

NIELIT Patna will have the right to reject any or all EoI's, received in response to this invitation without assigning any reason thereof, and its decision in this regard shall be final and binding.

Previous experience of carrying out similar work involving Government/Non-Government programme would be given due weightage.

Preference would be given to institutions which have well connected & easy access to public transport, flexible working hours, and adequate infrastructure including competent faculties in their rolls or associated with experience in similar activities.

If more than one training institutes are identified, target may be based on candidate availability/preference to that location.

Security deposit of (Five percent) 5% of the work order value will be deposited by TP after receiving the work order. It will be refunded after completion of the work as mentioned in the work order.

# **Project Objective**

The Objective of the project is to conduct free Skill Development programme of 12,510 youth (with about 8,757 SC/ST and 3753 General- EWS categories) over a period of 3 years to enhance employability and enable entrepreneurship towards sustainable development among youths of Bihar by providing skill development in various NSQF aligned courses under IT and Electronics domain.

It is expected that about 70% SC/ST candidates will join the program and remaining 30 % will be from the General-EWS category. Effort will be made to target minimum 30% women. However, the targeted SC/ST candidates may increase or decrease and in such a situation, remaining candidates will be covered up from the other categories and vice-versa. Reappropriation of targets under SC, ST and General-EWS category will be done at any stage of the project implementation. District wise and course wise may also be re-appropriated if required.

## **Outcome of the Project:**

Unemployed youths of Patna will be skilled in the following trades / courses for better employability and creation of entrepreneurs. The courses have been identified with current & upcoming demand. However, in case of demand of new courses or any changes in current courses, the targets may be re-appropriated within the funds allocated. In such cases, based on the needs of industry, new courses with similar duration will be taken from bucket of NSQF aligned NIELIT courses.

			1 able -1					
Sl No	Name of the Course	Course Duration in Hours	Minimum Eligibility	NSQF Level	Year 1	Year 2	Year 3	Total Candidate
1	Product Assembly Assistant (Solar- LED)	330	10th / ITI / 12 <sup>th</sup> / Polytechnic Diploma	3	80	80	80	240
2	O Level (IT)	540	12 <sup>th</sup> <b>OR</b> $2^{nd}$ yr Polytechnic Diploma <b>OR</b> $10^{th} + 2$ yr ITI <b>OR</b> $10^{th} + 1$ yr ITI with 1 yr exp. <b>OR</b> Gradation	4	30	30	30	90
3	Foundation course in Machine Learning using Python	90	12 <sup>th</sup> or 2 <sup>nd</sup> year polytechnic diploma or 10 <sup>th</sup> +2-years ITI or10 <sup>th</sup> -1-year ITI with 1 year experience or Graduation	4	190	190	190	570
4	Foundation course in Internet of Things(IoT)	90	12 <sup>th</sup> or 2 <sup>nd</sup> year polytechnic diploma or 10 <sup>th</sup> +2-years ITI or10th-1-year ITI with 1 year experience or Graduation	4	120	120	120	360

### <u>For Each District</u> Table -I

5	Certified Computer Application Accounting and Publishing Assistant	360	10 <sup>th</sup> <b>OR</b> 8 <sup>th</sup> & pursuing continuous regular schooling <b>OR</b> 8 <sup>th</sup> +2 Years ITI <b>OR</b> 8 <sup>th</sup> +1 Yr exp.	3	70	70	70	210
6	Certified Web Developer	210	12 <sup>th</sup> <b>OR</b> Final-year Polytechnic Diploma in CS/IT <b>OR</b> 10 <sup>th</sup> + 2-Year ITI in IT/ITeS		80	80	80	240
7	Certified Data Entry and Office Assistant (Upskilling)	210	12 <sup>th</sup> <b>OR</b> Polytechnic Diploma (passed/final yr) <b>OR</b> 10 <sup>th</sup> + 2 Year ITI <b>OR</b> 10 <sup>th</sup> + continuing regular Education <b>OR</b> 8 <sup>th</sup> & 2 Years ITI with 2 Year Exp.	3	120	120	120	360
8	Foundation course in Information Security	90	2nd Year Polytechnic Diploma in Computer Science/ IT/ Electronics /Electrical/ Instrumentation/ or Final year BCA/B.Sc.(Electronics/CS/IT) or Pursuing MCA/MSC(CS/IT) /PGDCA or Pursuing B.E/B.Tech in any domain or NIELIT O Level(IT)	2	144	144	144	432
		(distri	Total candidates Per district ct may have multiple training centres)	834	834	834	2502	834
			tricts in West Bengal: 5, Total in Patna	4170	4170	4170	12510	4170
			Total SC/ST Candidate (approx. 70%)	2919	2919	2919	8757	2919
		G	eneral-EWS candidates (approx. 30%)	1251	1251	1251	3753	1251

\*: Link to National Qualification Register for Detailed curriculum of the Courses proposed and the link of bucket of NIELIT NSQF courses is given at *Annexure* – *I*. Infrastructure required to conduct the practical/hands-on session for the above-mentioned courses given at *Annexure-II*. There will be 30 students in one batch. District wise and course wise batch details is given in *Annexure III*.

## \*Note:

a. The Title and Level of the above courses are subject to revision upon NCVET/ NSQC recommendation

b. Courses from the above bucket may be added/deleted/replaced at any point of time keeping industry and employability requirement in view or as per the suggestion/recommendations of expert committee set up by MeitY, however notionalhours will be maintained to maintain the overall budget outlay of the project

c. The eligibility criteria of these courses are subject to change and admission will be done on the basis of latest updated eligibility criteria.

# Mobilization and Selection of Candidates:

Admission cum scrutiny committee having composition of Co-PI, one member preferably from the concerned State Government and other member will be from the designated Training Provider. The admission cum scrutiny committee will select the candidates on merit basis on fulfilling the minimum eligibility criteria and age bar for admission as per the qualification file of the course. The document verification will be done by the Committee in person with the original documents. In absence of any one of the committee members, rest two members will complete the committee's quorum.

Applications from interested candidates may be invited online along with publicity in regional or local dailies/ web-site/ direct counseling at educational institutions or names/list or data of candidates may be provided 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 looked at by Co-investigator of the NIELIT Centre.

# Allocation of batches:

Work order for allocation of batch size with a multiple of 30 candidates will be issued for each course at each location by the respective state Co-PI's with the approval of competent authority. Multiple batches' allocation is allowed for the institute

## **Registration of the candidate:**

After obtaining Batch approval copy from "Admission and Scrutiny committee" of respective states, the TP may start the registration of candidates.

Registration will be done by the candidate and TC/TP will assist candidates in Registration. Opening of registration in any course will be notified on the website /portal of NIELIT well in advance and also NIELIT centres will publicize the same. While admitting a candidate, a training partner will thoroughly check caste/EWS certificate, domicile certificate, educational qualification certificate, ID Proof and other necessary documents in person with the original documents of every student in a batch.

**Note:** Admission in any course will be granted to registered students after due process of short listing / scrutiny by the three-member committee mentioned above.

# **Training and Monitoring:**

Training must be conducted as per the duration mentioned in the qualification file. The candidates should have sufficient attendance in the class before the assessment. Minimum attendance criteria should be 70% for appearing in the assessment examination. The monitoring of training will be done by PMU on a regular basis and PMU will coordinate with all CI/Co-CI's for smooth monitoring via quarterly review meeting, physical verification, random inspection as deemed fit by the Regional Project coordination unit (RCPU). Biometric attendance will be maintained by each accredited institute/ private training partner. TP may be asked to submit the CCTV footage of classroom on random basis.

## Assessment & Certification:

Examination would be conducted as per norms at the infrastructure of selected TPs and hence exam related infrastructure (such as web-camera, power backup, internet facility) should be available to TPs.

After completion of training, assessment will be carried out by Exam Wing NIELIT HQ as per the defined guidelines/norms of NIELIT. The NSQF certificate will be issued to the successful candidates appearing in NSQF examination and as per the standard procedure of NIELIT.

However, on completion of training, all participants will be eligible to get participation certificate which will be issued by NIELIT Patna.

Modular certificates will be provided for O level (IT) passed candidates. Cost if any will be borne by the candidate himself/herself.

# Payment terms:

1. Training Fee Payment as per Rate at Annexure-III shall be made on completion of the courses by NIELIT Patna based on candidate appearance in NSQF examination conducted by NIELIT HQ along with receipt of invoice along with relevant documents (*attendance sheet, Candidate registration documents, Batch approval copy, Training schedule*) to **PARTY.** 

The release of payment to the training partners will be done in the following manner:

- i) 70% of TP share (at Annexure-III) to be released after appearing for candidates of NSQF Examination conducted by NIELIT HQ (based on attendance on examination).
- ii) 30 % of TP share (at Annexure-III) to be released after Passing of NSQF certification examination. Placement records should be maintained.

2. **SECOND PARTY** will reimburse one time NSQF Examination Fee as per NIELIT Norms as per actual basis. For second attempt onward Candidate/TP will have to bear the examination Fee by themselves.

## Schedule for submission of documents:

S.No	Description of the activity	Date
1	Date of Publishing the invitation on website	20-01-2025
2	Last date for submission of Sealed Documents	31-01-2025

### Annexure-I

Sl No	Name of the Course	Link to Qualification file on National Qualification Register
1	Product Assembly Assistant (Solar-LED)	https://nqr.gov.in/qualifications/11588
2	O Level (IT)	https://www.nqr.gov.in/qualifications/3063
3	Foundation course in Machine Learning using Python	https://www.nqr.gov.in/qualifications/2702
4	Foundation course in Internet of Things(IoT)	https://www.nqr.gov.in/qualifications/2700
5	Certified Computer Application Accounting and Publishing Assistant	https://www.nqr.gov.in/qualifications/3406
6	Certified Web Developer	https://www.nqr.gov.in/qualifications/2723
7	Certified Data Entry and Office Assistant (Upskilling)	https://www.nqr.gov.in/qualifications/3407
8	Foundation course in Information Security	https://www.nqr.gov.in/qualifications/2699

✓ Link to bucket of NSQF NIELIT courses: <u>https://nielit.gov.in/content/nsqf</u>

Sl No	Name of the Course	Requirement/availability of the infrastructures and equipment for the practical of the course
1	Product Assembly Assistant (Solar-LED)	<ul> <li>LED Light strips, multimeter, tester, LCR meter, power analyser, repairing tools.</li> <li>Sample of escalation matrix, organisation structure.</li> <li>safety glasses, head protection, rubber gloves, safety footwear, warning signs and tapes, fire extinguisher, first aid kit, fire extinguishers and warning signs.</li> <li>Personal Protection Equipment: safety glasses, head protection, rubber gloves, safety footwear, warning signs and tapes, fire extinguishers and tapes, fire extinguishers and warning signs.</li> <li>Solar panel, screw driver, multimeter, tester, pliers, spanner, inverters.</li> <li>power analyzer, repairing tools, Sample of escalation matrix, organization structure.</li> </ul>
2	O Level (IT)	<ul> <li>MS-Office Software License</li> <li>Text editor software (any One): Notepad++/Sublime text / Visual Studio Code etc.</li> <li>Other Software: WAMP/LAMP/XAMP/MAMP etc</li> <li>Adobe InDesign, Adobe Photoshop, Python 3</li> <li>IOT devices: Sensors, Actuators and Microcontrollers</li> <li>Windows / Linux operating system</li> </ul>
3	Foundation course in Machine Learning using Python	• Necessary software, including Python, Jupyter notebooks, and popular machine learning libraries like scikit-learn, TensorFlow, and PyTorch.
4	Foundation course in Internet of Things(IoT)	• IoT development kits, such as Arduino or Raspberry Pi, with sensors, actuators, and communication modules
5	Certified Computer Application Accounting and Publishing Assistant	<ul> <li>Microsoft-Office, Tally. ERP 9</li> <li>Adobe InDesign, Adobe Photoshop</li> <li>Corel Draw, Adobe Flash</li> <li>Windows 10 or Above</li> <li>Antivirus latest</li> </ul>
6	Certified Web Developer	<ul> <li>MS-Office Software License</li> <li>Text editor software (any One): Notepad++/Sublime text/ Visual Studio Code etc.</li> <li>Other Software: WAMP/LAMP/XAMP/MAMP etc</li> <li>Windows / Linux operating system</li> </ul>
7	Certified Data Entry and Office Assistant (Upskilling)	<ul><li>Typing Master, Libre Office,</li><li>GUI based Operating System</li></ul>
8	Foundation course in Information Security	<ul> <li>A Foundation course in Information Security should have a lab infrastructure comprising dedicated computers, servers, and network equipment. Virtualization is essential for creating diverse operating system environments.</li> <li>Security tools like antivirus, vulnerability assessment, penetration testing, and network monitoring software are crucial for hands-on experience.</li> <li>Additionally, web applications, databases, Active Directory, role-based access control, and proper documentation should be included to cover a wide range of security topics.</li> </ul>

# Course fee details (in Rupees)

SI. No.	Course	Duration (Hours)	No of candidates / District in 3 years	Revenue Sharing per candidate (inclusive GST) of ''Training Expenditure Head''
1	Product Assembly Assistant (Solar-LED)	330	240	9049
2	O Level (IT)	540	90	14807
3	Foundation course in Machine Learning using Python	90	570	2468
4	Foundation course in Internet of Things (IoT)	90	360	2468
5	Certified Computer Application Accounting and Publishing Assistant	360	210	9871
6	Certified Web Developer	210	240	5758
7	Certified Data Entry and Office Assistant (Upskilling)	210	360	5758
8	Foundation course in Information Security	90	432	2468
	TOTAL		2502	

\* The training expenditure fee includes registration fee of the candidates and excludes NSQF assessment fee

\* District wise 2502 candidates (i.e., 84 batches each containing 30 students)will be trained in 3 years.

Format for covering letter (To be submitted on the Letter head of the applicant institution)

Ref:

То

The Executive Director NIELIT Patna Near IIT Patna, Amhara, Bihta, Patna(Bihar) -801106

### Ref: EoI No.:

# Subject: EoI for Empanelment of Training Institutes for conducting NSQF courses of NIELIT. Dear Sir,

- 1. Having examined the EoI document, we, the undersigned, herewith submit our response to your EoI Ref No:< mention ref no.> dated <Date> for Empanelment of Training Institutes for conducting training of NSQF aligned courses of NIELIT being implemented by NIELIT Patna in full conformity with the said EoI document.
- 2. We have read the provisions of the EoI document and confirm that these are acceptable tous. We further declare that additional conditions, variations, deviations, if any, found in our EoI shall not be given effect to.
- 3. We would like to declare that we are not involved in any litigation with any Government in India or any other organization and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- 4. We hereby declare that all the information and statements made in this EoI are true and accept that any misrepresentation contained in it may lead to our disqualification.
- 5. We understood that NIELIT Centre is not bound to short-list / accept any proposal received in response to this EoI.
- 6. We understood that Empanelment with NIELIT Centre Patna does not guarantee that every /any of the applicants shall be invited under EoI, or be awarded a project /assignment.

Our correspondence details / authorized person to deal with regard to this EoI is:

	Information	Details
1.	Name of the Contact Person	
2.	Designation and contact address of the person to whom all references shall be made regarding this EoI	
3.	Telephone	
4.	Mobile number of the Contact Person.	
5.	Email	
6.	Corporate website URL	

We hereby declare that our proposal submitted in response to this EoI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely, Signature:

[Authorised person) Name & Title with sealEncl: Duly filled Application form.

# Annexure –V

# NIELIT Patna Near IIT Patna, Amhara, Bihta, Patna(Bihar) -801106

# APPLICATION PROFORMA FOR CONDUCTION OF NSQF ALIGNED COURSES OF NIELIT

Sl. No.	1. COURSES APPLIED FOR PROVIDING TRAINING	<b>District-1</b> Gaya, Bihar	<b>District-2</b> Rohtas, Bihar	 <b>District-4</b> Motihari, Bihar	<b>District-5</b> Purnea, Bihar
(i)	Product Assembly Assistant (Solar- LED)				
(ii)	O Level (IT)				
(iii)	Foundation course in Machine Learning using Python				
(iv)	Foundation course in Internet of Things (IoT)				
(v)	Certified Computer Application Accounting and Publishing Assistant				
(vi)	Certified Web Developer				
(vii)	Certified Data Entry and Office Assistant (Upskilling)				
(viii)	Foundation course in Information Security				

2. NAME OF THE INSTITUTE [where the training will be imparted]		
2. FULL ADDRESS WITH LANDLINE/MOBILE/ EMAIL		
[ Training location address ]		
3. Name & Designation of the Authorized person		
4. Contact Number	(Landline)	(Mobile)
5. Email-id		
6. PAN and GST Number		
7. Distance in Km. from Municipal body(Nagar Palika /Parishad etc.)		
8. Date of Operations in Education field(particularly in IT & Electronics courses) (attach the documentary proof)	/ /	-

9. Tie recor	e-up with industry and Previous placement rds	Attach th	e report	with docum	entary proof.
10. A	vailability of Hardware, Software and Faculty (a	attach the r	elevant	documents)	
(i)	Whether the Hardware is available as per the NSQF Guidelines		ONo	O Yes	(if Yes, Supporting document <i>Attachment No)</i>
(ii)	Whether the Software is available as per the NSQF	Guidelines	ONo	OYes	(if Yes, Supporting document Attachment No)
(iii)	Whether the Faculty is available as per the NSQF C	Guidelines	ONO	OYes	(if Yes, Supporting document Attachment No)
(iv)	Whether the Supporting Faculty is available as per	the NSQF	ONo	OYes	(if Yes, Supporting document Attachment No)
Separa	FRASTRUCTURE DETAILS ate sheet may be enclosed) aining Facility Availability				
(i)	Availability of Safe Drinking water			O No	OYes
(ii)	Availability of Separate Washroom for Men/Wor	nan		ONo	OYes
(iii)	Availability of Parking Facility			ONO	OYes
(iv)	Availability of reliable Internet, webcamera, pow	ver backup		ONo	OYes
(v)	Availability of Printer & Scanner			ONo	OYes
(vi)	Availability of Waiting Area/Room			ONo	OYes
	TAILS OF SIMILAR PROGRAMS CONDUCTE SCHEMES IF ANY (attach the relevant docume			ONo	OYes
	additional sheet, if the space is not sufficient and ma cument.	ark as Anne	exure	· (with Sr. 1	No) Seal and sign

Attach documentary proof wherever necessary.

Date:

Signature of the authorized person

Name:

Seal of the institute:

**Designation:** 

### Declaration

(i)	I,son/daughter ofhave read and understood the RULES / GUIDELINES for Conduction of NIELIT NSQF aligned courses Training for SC/ST/GEN-EWS candidates in the five districts of <state name=""> and agree to abide by the same.</state>
(ii)	I certify that I am the competent authority, by virtue of the
	administrative and financial powers vested in me by to furnish
	theabove information and to undertake the above stated commitment on behalf
	of my /our institution.
(iii)	I am aware that in case any information given by me is false or
	misleading, the Institute would be debarred from the conduction of training
	programs and / or debarred besides being subjected to any other action that may
	be deemed fit by NIELIT Patna
(iv)	I agree to abide by the decisions of the NIELIT Patna or its
	designated agencies in respect of my application for permission to conduct NIELIT
	NSQF aligned training for SC/ST/EWS candidates under the above scheme.
(v)	I agree to all terms & conditions mentioned in the EOI Ref no:

Signature of the Witness:

Signature of the Authorized Signatory:

Name:	Name:
Designation:	Designation:
Date:	Date:
Address:	Address:
Seal of the organization	Seal of the organization

List of Document to be submitted along with Application:

- 1. Legal entity documents
- 2. Owner/Director/Proprietorship/Trade Licenses documents
- 3. GST certificate (mentioning all business location), if applicable
- 4. Past Experience (Skilling and Training Activity), if any
- 5. Placement records, if any
- 6. Address proof
- 7. Identity proof of Owner
- 8. Faculty details
- 9. Infrastructural detail
- 10. Photograph of Centre
- 11. Supporting document for Location of Venue.

### LIST OF ENCLOSURE:

SL. NO	ANNEXURE NO	CONTENT

### Memorandum of Understanding (MoU) Format

For Accredited Institute / Private Training Partner

(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......> (herein after 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,......> located at <....Address....> having <GST/PAN No (if applicable)> (hereinafter referred to as **SECOND PARTY** which expression shall include its successors and assignees) and represented by authorized signatory Mr XXX, Head /Director having<...... ADHAAR ID/ PAN No if any .....> on the **OTHER PART**:

WHEREAS First Party invited applications for providing training for the project namely "Skill Development of Unemployed Youths of Odisha, Bihar, West Bengal, and Bihar for Enhancing Employability and Enabling Entrepreneurship Towards Sustainable Development of States" 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 (in the form of DD or Bank Guarantee No. dated)

Now it is hereby agreed by and between the two parties here to 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> Training program: "Skill Development of Unemployed Youths of Odisha, Bihar, West Bengal, and Bihar for Enhancing Employability and Enabling Entrepreneurship Towards Sustainable Development of States" per details strictly as per NIELIT NSQF norms, Qualification file of the course and project guidelines.

**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.

1.2 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:

<Project title> for the <District name> for the course <Course name>, 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 centre if they so desire.

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.

**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 <u>https://nqr.gov.in/</u>, NIELIT NSQF norms, and project implementation SoP/norms.

**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

**SECOND PARTYs** will reimbursed **Training** charges from "Training Expenditure Head" only for the conduction of the Courses (includes GST and other applicable overhead charges) as per below training fee rates per candidate which covers cost of publicity & study material also.

SL. No.	Course Name	Rates per candidate (Rs. Inclusive of all): TP Share
1		

Schedule-A: Training Charges from "Training Expenditure Head"

**SECOND PARTY** shall maintain a Student Registration Register, a Student Record Register and Student Biometric Attendance Register as given below.

*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.

*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.

*Attendance Register:* With signatures of the candidates for each of the day's attendance and enter the batch attendance on MIS dashboard portal.

**SECOND PARTY** will be responsible for the verification and maintaining record of all relevant documents of the beneficiary like educational qualification, caste certificate, EWS certificate, physical attendance copy etc.

**SECOND PARTY** shall print and distribute the necessary Course material/handouts for the program as per the syllabus/course material mentioned in QF.

**SECOND PARTY** will ensure the quality of the training programme by implementing a Three-Tier Evaluation Project: (1) Continuous evaluation by means of Assignments & Class Tests and (2) Issue of Course Completion certificate based on attendance/Internal test (3) Final Evaluation by NIELIT as per Examination for NIELIT NSQF aligned courses. (4) Minimum attendance requirement will be 70 %.

**SECOND PARTY** shall tie-up with the local industries for providing placement assistance for the candidates.

**SECOND PARTY** shall provide any other reports or information required by **FIRST PARTY** in connection with this training program.

SECOND PARTY shall nominate a Co-ordinator/authorized contact person for this project.

**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

### 2. OBLIGATION OF FIRST PARTY:

**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**.

### Payment terms:

**1**. Training Fee Payment as per Rate at Schedule-A shall be made on completion of the courses by NIELIT <....centre name.....> based on candidate appearance in NSQF examination conducted by NIELIT HQ along with receipt of invoice along with relevant documents (attendance sheet, Candidate registration documents, Batch approval copy, Training schedule,) to **PARTY.** The release of payment to the training partners will be done in the following manner:

i) 70% of TP share (at Schedule-A) to be released after appearing for candidates of

NSQF Examination conducted by NIELIT HQ (based on attendance on examination).

ii) 30 % of TP share (at Schedule-A) to be released after Passing of NSQF certification examination. Placement records should be maintained.

**2. SECOND PARTY** will get reimbursed One time NSQF Examination Fee for the candidates as per NIELIT Norms as per actual basis. For second attempt onward candidates/TP will have to bear the examination Fee by themselves.

### **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, **the 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.

### **Breach of Terms of this Agreement**

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 partythe 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.

### **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.

#### **Jurisdiction**

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 **FIRST PARTY NIELIT Patna** 

### **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.

### **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.

### <u>IPR</u>

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party.

Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party.

The application, submitted documents by **SECOND PARTY to FIRST 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)

(Institute Head signature & stamp)

(Name in Block Letters)

(Name in Block Letters)

Name of <b>FIRST PARTY</b>	Name of SECOND PARTY
Address	Address
Contact Details	Contact Details
E-mail ID	E-mail ID
Web	Web

Witness	1:
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Signature
Name
Address
Contact No

Witness 2:	
Signature	

8
Name
Address
Contact No