



# Expression of Interest (EOI) Inviting Training Partners

for

# Implementation of the 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)

November 2023

# Table of Contents

| SN |
|----|
| SN |

| Impl | emented by   | 1                            |
|------|--|------------------------------|
| 1.   | Scope of the Project                                   | 3                            |
| 2.   | Background   | 3                            |
| 3.   | Duration and Target of the Project                     | 3                            |
| 4.   | Beneficiary Districts                                  | 4                            |
| 6.   | Course wise Target (No. of Candidates to be certified) | 4                            |
| 8.   | Selection of Training Partner (TP):                    | 5                            |
| 9.   | Selection of Candidates:                               | 6                            |
| 10.  | Implementing Strategy                                  | 6                            |
| i    | ) Admission Process                                    | 6                            |
| i    | i)Training:  | 7                            |
|      | Eligibility Criteria of L&OTP:                         | Error! Bookmark not defined. |
|      | Monitoring Mechanism                                   | 7                            |
| i    | ii) Placement Assistance:                              | 7                            |
| i    | v) Impact Assessment or Project Implementation Review: | 7                            |
| 11.  | Roles & Responsibilities:                              | 8                            |
| 12.  | Examination & Certification System:                    | 8                            |
|      | Examination:   | 8                            |
|      | Certification:   | 8                            |
| 13.  | Post Certification Activities                          | 8                            |
|      | Raising invoice by Training Partner (TP):              | 8                            |
| 14.  | Grievance Handling                                     | 8                            |
| 15.  | Guidelines for submission:                             | 9                            |
| 16.  | Schedule for submission of documents                   | 9                            |
|      | Format for Agreement                                   | 12                           |
| 4.   | TENURE /RENEWAL OF THE AGREEMENT                       | 14                           |
| 5.   | BREACH OF TERMS OF THIS AGREEMENT                      | 14                           |
| 6.   | TERMINATION OF CONTRACT                                | 15                           |
| 7.   | JURISDICTION   | 15                           |
| 8.   | ARBITRATION OR MEDIATION                               | 15                           |
| 9.   | MODIFICATIONS  | 16                           |
|      |  |                              |

# 1. Scope of the Project

To conduct Skill development training program in the area of Information Electronics and Communications Technology (IECT) for 60 number of youths (SC / ST / EWS (Women)) of aspirational districts of Odisha through two 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 47 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 needsof current and future industry needs in the country for the Government and private sector.

# 3. Duration and Target of the Project

A total of 300 youths from 05 Aspirational districts of Odisha are targeted totrain on 02 skill development courses listed at Para-5 in the area of IECT in the F.Y. 2023-24.

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

| SC         | ST         | EWS (Women) | TOTAL      |
|------------|------------|-------------|------------|
| candidates | candidates | candidates  | candidates |
| 120        | 120        | 60          | 300        |

# 4. Beneficiary Districts

| Sl No. | Name of the District |  |
|--------|----------------------|--|
| 1      | Balangir             |  |
| 2      | Koraput              |  |
| 3      | Malkangiri           |  |
| 4      | Nabarangpur          |  |
| 5      | Kalahandi            |  |

<sup>\*</sup>Applications are invited from all the districts for the courses mentioned at para-5.

# **5. List of Skill Development Courses**

(NSQF aligned courses of NIELIT in the area of IECT)

| Sr<br>NO | Ouglitication Name  | Job Role  | Eligibility | NSQF<br>Level |     |
|----------|---|---|-------------|---------------|-----|
| 1        | Certified Data Entry and Office Assistant (Up-skilling)  Data Entry Operator, Computer Operator (Min. 50% marks)  10+2/ ITI Certificate (OneYear) after class 10 <sup>th</sup> (Min. 50% marks) |   | 3           | 210           |     |
| 2        | Certified Computer Application Accounting and Publishing Assistant  | Application Office Assistant of Basic computer and Internet |             | 3             | 360 |

<sup>\*</sup>Note: No. of Theory hours and Practical hours are as mentioned in NSQF files.

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

| Sr.<br>No. | Qualification Name<br>[A]  | Target No of candidates to be certified [B] | No. of<br>Batches with<br>30<br>candidates<br>[C] | No of<br>Batch per<br>district<br>[D] | No of<br>Candidates<br>per district<br>[E = D*30] |
|------------|--|---|---|---------------------------------------|---|
| 1          | Certified Data Entry and<br>Office Assistant (Up-skilling)               | 150   | 5   | 1                                     | 30  |
| 2          | Certified Computer Application<br>Accounting and Publishing<br>Assistant | 150   | 5   | 1                                     | 30  |
| To         | otal   | 600   | 10  | 02                                    | 60  |

# 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 <b>Supporting</b> |  |  |
| *                | Microphone.  |                   | Faculty(Qualification)  |  |  |
|                  |  |                   | * BSc (IT/CS)/A Level   |  |  |
|                  |  |                   |                         |  |  |

| Advance Diploma in Computer Application Accounting and Publishing |                              |   |  |  |
|---|------------------------------|---|--|--|
| H/W Requirements  | S/W Requirements             | Faculty Requirements  |  |  |
| * 8 PC's with 8 GB  | Latest version of MS Office, | Faculty 1 (Qualification) MCA/                              |  |  |
| RAM   | Tally ERP, AdobePhotoshop,   | Graduate with Alevel /                                      |  |  |
| <ul><li>* Graphics card</li></ul>                                 | PageMaker Coral Draw         | PGDCA (knowledge of DTP)                                    |  |  |
| * Speaker Supporting Faculty                                      |                              | Supporting Faculty  |  |  |
| * Microphone  |                              | (Qualification)   |  |  |
| 1   |                              | * B.Com with O leveland                                     |  |  |
|   |                              | knowledge of Tally  |  |  |
| * Speaker   | PageMaker Coral Draw         | Supporting Faculty (Qualification)  * B.Com with O leveland |  |  |

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 <a href="https://www.nielit.gov.in/bhubaneswar">www.nielit.gov.in/bhubaneswar</a> for affiliation of these 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   | 100        |

### \* 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 Devt/ 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 NIELITCenter as per the prescribed syllabus and format mentioned in Qualification files of the 4 courses available at <a href="https://ngr.gov.in/">https://ngr.gov.in/</a>.

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 willbe 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.

#### **Monitoring Mechanism**

- a) TP may be asked to submit the CCTV footage of classroom on random basis. OR
- b) Flying squad surprise visit. OR
- 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. Roles & Responsibilities:

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

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

# 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.

#### **Certification:**

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 smoothconduction 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 Ref no. NIELIT/BBSR/PROJ/ADP/2324/EOI-01 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.
- iv. Documents complete in all respects, should be submitted at following address on or beforelast date & time:

The Director In-Charge,
NIELIT Bhubaneswar Centre,
3<sup>rd</sup> Floor, North Side, OCAC Tower,
Acharya Vihar, Bhubaneswar - 751013

For any query or concern, send email to uktripathy@nielit.gov.in .

# 16. Schedule for submission of documents

| S. No. | Name of the activity                         | Date                   |
|--------|--|------------------------|
| 1.     | Date of Publishing the invitation on website | 22/11/2023             |
| 2.     | Last date for submission of Sealed Documents | 31/11/2023<br>04:00 PM |

# **Application Form**

| 1. Course Applied For                              |                                 | NSQF Affiliation        |
|--|---------------------------------|-------------------------|
|  |                                 | Number                  |
|  |                                 | of the institute        |
| (i) Certified Data Entry an skilling)              |                                 |                         |
| (ii) Diploma in Installati<br>Electronics Products | on & Repair of Consumer         |                         |
| 2. Category of the institute                       |                                 | ,                       |
| • Accredited from NIELIT                           | O District Employment Exchange  | O ESDM training Partner |
|  | O Balangir O Koraput            |                         |
| 3. District  | O Malkangiri O Nabaran          | gapur                   |
| N. G. H.   | O Kalahandi                     |                         |
| 4. Name ofInstitute                                |                                 |                         |
|  |                                 |                         |
| <b>5.</b> Address ofInstitute                      |                                 |                         |
| 5. Address offistitute                             |                                 |                         |
|  |                                 |                         |
| 6. Name of Authorizedperson                        |                                 |                         |
| _  |                                 |                         |
|  |                                 |                         |
| 7. Contact Number                                  | G                               | (14.1.1.)               |
| 71 Gomace Ivamber                                  | (Landline)                      | (Mobile)                |
| 8. Email-id  |                                 |                         |
| 9. State   | Odisha                          |                         |
| 3. State   | Ouisiia                         |                         |
| 10. PAN Number                                     |                                 |                         |
| 9  | n any NIELIT NSQF course in the |                         |
| last2 years at your institute                      |                                 |                         |
| Name of the NSQF Course                            | No. of Students registered      | No. of StudentsPassed   |
| CCC  |                                 |                         |
| 'O'-level  |                                 |                         |
| 'A'-Level  |                                 |                         |
| Any other NSQF Course                              |                                 |                         |
| (attach separate Sheet if                          |                                 |                         |
| required)  |                                 |                         |
| 12. Distance in Km. from Munic                     | ipal body                       |                         |
| (Nagar Palika/Parishadetc.)                        |                                 |                         |
|  |                                 |                         |
| <b>13.</b> Date of Operations in Education         |                                 |                         |
| (particularly in IT & Electr                       |                                 | , ,                     |
| (attach thedocumentary pr                          | 001)                            | //                      |

|   | Attach the report with |
|---|------------------------|
| 14. Tie-up with Industry and Previous Placement records | documentary proof.     |

| 15. Availability of Hardware, Software and Faculty (as per the NSQF Guidelines) (attach relevant support documents) |   |      |             |  |
|---|---|------|-------------|--|
| (i).  | Whether the Hardware is available               | ONo  | O Yes       |  |
| (ii).   | Whether the Software is available               | ONo  | <b>OYes</b> |  |
| (iii).  | Whether the Faculty is available                | ONo  | O Yes       |  |
| (iv).   | Whether the Supporting Faculty is available     | ONo  | <b>OYes</b> |  |
| <b>16.</b> Training Facility Availability (attach clear photographic evidence)                                      |   |      |             |  |
| (i).  | Availability of Safe Drinking water             | ONo  | <b>OYes</b> |  |
| (ii).   | Availability of Separate Washroom for Men/Woman | ONo  | O Yes       |  |
| (iii).  | Availability of Parking Facility                | O No | O Yes       |  |
| (iv).   | Availability of reliable Internet               | ONo  | O Yes       |  |
| (v).  | Availability of Printer & Scanner               | ONo  | <b>OYes</b> |  |
| (vi).   | Availability of Waiting Area/Room               | ONo  | <b>OYes</b> |  |

(Signature of the authorized person)

Name:

Designation:

Seal of the institute:

# Appendix-2

# **Format for Agreement**

(on Rs. 100/- stamp paper)

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 "Skill Development of Youths in Aspirational Districts in area of IECT leading to enhancement in Employability" 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 <CourseName> (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** "Skill Development of Youths in Aspirational Districts in area of IECT leading to enhancement in Employability" 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 "Skill Development of Youths in Aspirational Districts in area of IECT leading to enhancement in Employability" through its centrein <District, Odisha> for the course <Course Name>.
- 1.1. Training program: Skill Development of Youths in Aspirational Districts in area of IECT leading to enhancement in Employability as per details strictly asper 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. "Skill Development of Youths in Aspirational Districts in area of IECT leading to enhancement in Employability" for the <District name> for the course <Course name>,
- **211. SECOND PARTY** proposing to conduct the training program shall furnish an undertaking that it fulfills 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 <a href="https://nqr.gov.in/">https://nqr.gov.in/</a>, 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
- **217. SECOND PARTY will be responsible for the verification and maintaining record of** all relevant documents of the beneficiary like educational qualification, caste certificate etc.
- 218 SECOND PARTY shall print and distribute the necessary Course material/handouts

for the program as per the syllabus/course material mentioned in QF.

**219. SECOND PARTY** will ensure the quality of the training program by implementinga 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.

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

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

**21.12. SECOND PARTY** shall nominate a **Coordinator/authorized contact person** for this project.

**21.13. 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 FIRST PARTY:

- **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. 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 periodof 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 hasalready 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 executethe 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. **JURISDICTION**

This Agreement shall be governed by the Laws of Indian Union in force. Both theparties here in agree that all disputes between them shall be subject to thejurisdiction 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 theparties 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

| duplicate on the day and the year mist abo | We written                                      |
|--|---|
| AGI  | REED:   |
| For (FIRST PARTY)                          | For (SECOND PARTY)                              |
| Institute Head signature & stamp)          | ( <u>Institute Head signature &amp; stamp</u> ) |
| (Name in Block Letters)                    | (Name in Block Letters)                         |
| Name of <b>FIRST PARTY</b>                 | Name of SECOND PARTY                            |
| Address                                    | Address   |
| 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                                      |