

**MEMORANDUM OF UNDERSTANDING (MOU)**

**GOVERNMENT OF UTTARAKHAND**

**AND**

**TRAINING PARTNER FOR DEVELOPING SKILL IN ESDM SECTOR**

**THROUGH**



**RESEARCH, DEVELOPMENT AND  
TRAINING CELL (BOARD OF TECHNICAL  
EDUCATION ROORKEE) DEHRADUN,  
UTTARAKHAND, INDIA**

**PIN 248001**

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**Memorandum of Understanding (MoU)**

Between Research development & Training Cell (Board of Technical Education Roorkee) Dehradun, Uttarakhand, through its Joint Secretary  
And

For Skill development of youth as per the eligibility norms and placement in various Industries / Organizations under the Training Program for developing skill in ESDM sector Placement Linked Skill Training Programme.

This Memorandum of Understanding (MOU) is entered into on between the Research development & Training Cell (Board of Technical Education Roorkee) Dehradun, Uttarakhand (hereinafter to be called 'THE FIRST PARTY'), represented by **Joint Secretary** (hereinafter to be called 'THE FIRST PARTY').  
And

(hereinafter referred to as the "THE SECOND PARTY" which expression shall, unless be repugnant to the context and meaning hereof mean and include its successors, legal representatives and permitted assignee).

**WHEREAS**

(a) the FIRST PARTY, is a State Government Body under administrative control of Department of Technical Education, Government of Uttarakhand is nominated as State Implementing Agency by Department of Electronics & Electronics (DeitY), Ministry of Communication & Information Technology, Government of India through the letter No L 1(17)/2012-HRD (Vol II) dated 09.09.2014 (Annexure I) for implementation of Scheme for Financial Assistance for Skill Development in Electronics System Design and Manufacturing (ESDM) Sector, and duly authorized representative through Mr.R.P.Gupta, Joint Secretary, Research development & Training Cell (Board of Technical Education Roorkee) Dehradun, Uttarakhand, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the First party

(b) the Second Party is a training partner in the field of vocational training with placement opportunities for the trained youth.

(c) the main objectives of the MOU is to impart ESDM Course training, to provide assistance for skill formation/ upgradation of the youth to enhance their capacity, so that they can secure salaried employment with enhanced remuneration through the courses proposed.

(d) in pursuance thereof, the parties have agreed to enter into this Agreement.

**NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

## 1. GENERAL

### 1.1 Definitions and Interpretation

#### a. Definitions:

- i. "Agreement" means this agreement, together with all the Annexures.
  - ii. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - iii. "Confidential Information" shall have the meaning set forth in Clause 3.5;
  - iv. "Conflict of Interest" shall have the meaning set forth in the provisions of guidelines.
  - v. "Dispute" shall have the meaning set forth in Clause 7.2.(a);
  - vi. "Effective Date" means the date on which this agreement comes into force and effect pursuant to Clause 2.1;
  - vii. "Government" means the State Government of Uttarakhand;
  - viii. "INR, Re. or Rs." means Indian Rupees.
  - ix. "Party" means the First Party or the Second Party, as the case may be, and Parties means both of them;
  - x. "Personnel" means persons hired by the Second Party or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
  - xi. "Service/s" means the work to be performed by the Second Party pursuant to this Agreement, as described in the Terms of Reference hereto and work orders issued by the First Party;
  - xii. "Work order/s" means the letter issued by the FIRST PARTY to the Second Party awarding the Services pursuant to this Agreement
- b. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- i. Agreement;
  - ii. Annexures of Agreement;
  - iii. Work order/s issued by the FIRST PARTY
- c. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith

### 1.2 Representation and warranties

- The parties hereby represent and warrant to each other that;
- i. it is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and as the legal power and authority by virtue of statute/resolution, to sign this Agreement, perform and comply with its duties and obligations under this agreement.
  - ii. this agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof; order decree of regulation of any court, Governmental instrumentality of functions; or any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
  - iii. there are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrains it from performing its duties and obligations under this agreement; and
  - iv. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.

### 1.3 Relation between the Parties

This Agreement shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement, and except as specifically and expressly provided in this Agreement, neither Party shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission of the other party, however or whenever it arises.

### 1.4 Rights and obligations

The mutual rights and obligations of the FIRST PARTY and the SECOND PARTY shall be as set forth in the Agreement, in particular:

- (a) SECOND PARTY shall train and provide placements to the 70% trained youth from the different districts of Uttarakhand under the Placement Linked Training Programme- prescribed by the FIRST PARTY (the “Services”) in accordance with the provisions of the agreement- and
- (b) the FIRST PARTY shall make payments to the SECOND PARTY in accordance with the provisions of the Agreement.

### 1.5 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Dehradun shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### 1.6 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### 1.7 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### 1.8 Notices

- a. Any notice pursuant to this MOU shall be in writing signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, email, recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified by the Parties):

If to the FIRST PARTY:

Attention: Joint Secretary

Address:

Research development & Training Cell  
(Board of Technical Education Roorkee)  
Dehradun, Uttarakhand,

If to the SECOND PARTY:

Attention:

Address:

- b. All notices given on the address above shall be deemed to have been served as follows:
  - i. If delivered by hand, at the time of delivery;

- ii. If communicated by facsimile, on receipt of confirmation of successful transmission;
  - iii. If communicated by email, on receipt of confirmation of successful delivery; and
  - iv. If sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient.
- c. All notices communicated by facsimile or email shall be followed by a copy thereof being sent by registered post or recorded delivery to the addresses specified above.
  - d. A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt shall be deemed to be given on the next following Business Day in such place.
  - e. For the purposes of this clause, the term Business Day shall mean a day other than Saturday or Sunday on which commercial banks are generally open for transaction of normal banking business in Dehradun, (India).
  - f. Either party may, from time to time change its address or representative for receipt of notices provided for in this agreement by giving to the other party not less than 10 (Ten) business days prior written notice in the same manner provided for in this clause.

### **1.9 Location**

The Services shall be performed at different locations in the state of Uttarakhand in accordance with work orders issued by the FIRST PARTY pursuant to this Agreement.

### **1.10 Authorized representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the FIRST PARTY or the SECOND PARTY, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

The FIRST PARTY may, from time to time, designate one of its officials as the Joint secretary . Unless otherwise notified, the Nodal officer shall be:

**Mr. R.P.Gupta**

E-mail: rpgupta0106@gmail.com

Unless otherwise notified, the SECOND PARTY's Representative shall be.

Name:

Tel:

Fax:

E-mail:

### **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the SECOND PARTY shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the FIRST PARTY shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force from the day of signing (the "Effective Date").

### **2.2 Commencement of Services**

The SECOND PARTY shall commence the respective Service within a period of 7 (seven) days from the receipt of work orders from the FIRST PARTY, unless otherwise agreed by the Parties.

### **2.3 Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire on \_\_\_\_\_.

## **2.4 Entire Agreement**

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

## **2.5 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

## **2.6 Force Majeure**

The parties to this agreement shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders, regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement. In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth hereinabove, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

## **2.7 Suspension of Payments by FIRST PARTY**

FIRST PARTY may by written notice to SECOND PARTY, suspend all the payments to SECOND PARTY here under (except in relation to those services which have been performed) if SECOND PARTY fails to perform any of its obligations under this Agreement, including carrying out the services, provided that such notice of suspension (i) shall specify the nature of failure and (ii) shall request second party to remedy such failure within a period not exceeding 10 days or such other extended time as may be mutually agreed upon, after the receipt by SECOND PARTY of such notice of suspension.

## **2.8 Termination of Agreement**

FIRST PARTY may terminate this agreement and may put Second Party under black list by not less than 30 days written notice of termination to Second Party, to be given after the occurrence of any of the events specified below.

- i. If Second Party does not remedy a failure in the performance of its obligations under this Agreement, within 15 days of receipt after being notified or within such further period as First Party may have subsequently approved in writing;
- ii. If Second Party becomes insolvent or bankrupt;
- iii. If, as the result of Force Majeure (Clause 2.6), Second Party is unable to perform a material portion of services for a period of not less than 60 days (sixty days).

## **2.9 Payment upon Termination**

Upon termination of this Agreement First Party shall pay fee as per the agreed terms for services under any outstanding work orders satisfactorily performed prior to the effective date of termination.

## **2.10 No Objection**

On termination of this agreement, the Second Party shall have no objection to the First Party appointing a Third Party to complete the services to be performed under the scope of this Agreement and further Second Party shall reimburse all the amount(s) [paid by the First Party] and not utilized by it as part of its services as laid down in this Agreement.

## **2.11 Indemnity**

Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the First Party may have under this Agreement and applicable law, the Second Party (the “Indemnifying Party”) hereby irrevocably indemnifies, defends, saves and hold harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and hold harmless, at all times the First Party and its respective directors and employees including officers and managers (each, an “Indemnified Party”), on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expenses, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the Indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

## **3. OBLIGATIONS OF THE SECOND PARTY**

### **3.1 Standards of Performance**

The SECOND PARTY shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The SECOND PARTY shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the FIRST PARTY, and shall at all times support and safeguard the FIRST PARTY’s legitimate interests in any dealings with Third Parties. The Second Party shall at all times during the currency of the Agreement undertake to conform to and comply with all relevant laws, rules and regulations including the following:

- Programme Content as approved by the First Party.
- Compliance with the concerned Certification Norms.
- Training infrastructure and Standards as lay down by the relevant Central / State / Local Authority.
- Programme Specifications for the time being enforced shall be binding.

### **3.2 Terms of Reference**

#### **a. Scope of services:**

The following scope of services shall be performed by the SECOND PARTY :

- i. Market scanning to assess employment potential and tying-up for Placements in reputed Industries.
- ii. Identifying youth.



- iii. Structuring the required training & skill up gradation inputs.
- iv. Sourcing the required training & skill up gradation resources.
- v. Training in the identified employment trades/ packages.
- vi. Ensuring the quality in the training as per the required standards and specifications.
- vii. Regular assessments during training and updation in the First Party's software.
- viii. Coordination with potential employers and industrial networking for Placement.
- ix. To provide placements for 70% of trained youth.
- x. Placement of trained youth with special focus on Women, SC, ST, OBC & Others, if any.
- xi. Post placement counseling and tracking for 6 months.
- xii. To periodically conduct post placement tracking / survey to understand the post placement scenario of the employed youth on quarterly basis and updating it in UKSDM portal.

**b. Training Capacity & work orders**

- i. The Second Party shall provide services to the First Party for the Districts and Package/Trade/s as detailed in **Annexure-** and offer to provide dedicated training capacity as detailed therein.
- ii. All the District-wise Targets and Training venue allocation shall be done at the discretion of First Party to the Second Party.
- iii. The work order shall be given by FIRST PARTY from time to time giving the details of targets allotted and duration for which it is valid.
- iv. Work orders will be issued to the Second party based on the performance of the Second party which will be measured in terms of quality of training and placements and based on the capacity of the training centers with the Second party.

**c. Training & Placement process:**

The Second Party shall follow the following process to ensure that the Scope of Service mentioned above is carried out:

- i. The First Party shall vide the work order/s allot district wise targets to the Second Party for providing the Service.
- ii. The Second Party shall set up the necessary infrastructure, trainers and systems in place before the start of trainings.
- iii. The Second Party along with the First Party's shall identify and counsel the suitable unemployed youth based on their qualification, aspirations, mobility etc.
- iv. The Second Party shall identify tentative placements for the potential trainees and communicate the same to the First Party for approval before freezing the batch for inception
- v. The Second Party shall provide training and counseling to the youth in the identified employment areas, and shall ensure good attendance and participation of the youth in the training programme.
- viii. The Second Party shall ensure that placements are provided to 70% of trainees completing the training successfully.
- ix. The Second Party shall continue to track and counsel the placed trainees for at least 6 months from the date of placement.

**d. Mobilization:**

- i. The Second party in coordination with the First party shall identify the prospective Unemployed youth to undergo the required training programs to be conducted by the Second party as per the work orders issued time to time.
- ii. The Second Party shall coordinate with First Party in issuing the call letters to the youth. The Second party shall also screen the candidates and select those who are suitable for the course.

- iii. The Second party would provide admission to the selected youth after screening (based on qualification, aptitude and aspirations of the youth and parents counseling) in the designated skill development programme.

**e. Infrastructure**

- i. The Second party shall ensure that all the training centres are well equipped with all basic infrastructure required for providing quality training.
- ii. The Second party should ensure that every training centre should have Name Board which specifies it is a FIRST PARTY training centre / Stickers / Posters and any other information to be displayed to the trainees as desired by the first Party.
- iii. The Second party should ensure the cleanliness of the training centers during the training period.
- iv. The Second party shall ensure that for any computer related courses, training centre capacity is calculated on the basis of computer: trainees and it is 1:2. Further, the second party shall ensure that every trainee in its Lab shall get hands on experience.

**f. Manpower**

The Second Party should have adequate training staff for conducting the training and placement programmers awarded to them by the First Party and shall provide the details (personal and educational) of the trainer. Hindi Speaking Trainers with command over reading & writing of Hindi are preferred. The second party shall put in place a dedicated training centre coordinator for each training centre who will be the point of contact for that training centre.

**g. Training**

- i. The Second Party shall ensure that trainings are conducted compulsorily for the stipulated time as mentioned in submitted lesson plan with placement offer. Further the Second Party shall ensure that:
  - a. The strength in training class room not to exceed 30.
  - b. Trainees shall attend minimum of 90% of training before getting placement.
  - c. Quality trainers to train counsel and mentor the trainees.
- ii. Upon commencement of a batch, the second party shall provide the trainees with trainee entitlement sheet, timetable, and Training material
- iii. The Second party shall monitor and review the program components to assess quality of delivery and learning achievement once every 30 days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment etc. The activity sheet of each course needs to be maintained online on IRDT portal.
- iv. The Second party shall ensure that the trainees shall complete the training successfully. Lesson planner/ Day planner needs to be maintained and updated continuously for each batch. Incase first party introduces online planner through its software the second party shall also update the planner and status regularly on portal.
- v. **In** case for dropout trainees, the second party will be allowed to enroll the new trainees equivalent no of dropouts within 10 days of commencement of course with the condition that training partners will be responsible for completion of left out training course.

**h. Attendance**

- i. The daily attendance of trainees & teaching staffs shall be taken by biometric attendance machine (online), monitored and also be maintained in the Attendance Register by the Second Party. The Second Party should also document the attendance in the form of photograph each day imprinted with dates and time & will send/upload in the website.
- ii. The trainer & trainee are expected to give attendance.
- iii. The Second Party to ensure/comply to see that no forgery/proxy attendance is there and also ensure trainees request for leave and also submit letter before going into leave.

**i. Course curriculum**

The Second Party shall conduct the courses as per the curriculum and skill standards assigned by certifying agencies which will be monitored on a regular basis by the First party.

**j. Placements**

- i. The second party to report the proposal of placements to the First Party before the finalization of the batch i.e. before inception.
- ii. The Second party must place at least 70% trained youth and should comply with all the statutory norms of State Government - like Minimum wages as applicable.
- iii. The Second party shall maintain the database of each candidate being trained in specified trade / skill, placed beneficiary with the Name of Employer, Contact number, salary and designation of the trained youth and the same needs to be shared with first party and to be updated to the First party regularly for a period of one year on a quarterly basis.
- iv. The Second Party shall carry out continuous follow up with Employer Agency and will stay in touch with the aspirants for at least six months after they start working.
- v. Post Placement report should be submitted after 1 month of placement to the First party.

**k. Certification**

The Second party will be responsible for fair & free examinations conducted by different certifying agencies & shall born all expenditures expect examination fee as per guidelines issued by DeitY.

**l. Monitoring**

- i. The second party shall update the details of the youth in First Party's Software in the given time frame on the following activities:
  - Training Centre details
  - Quality Parameter details
  - Inception details
  - Boarding & Lodging if available
  - Placement details
  - Post placement reports Quarterly upto six months after placement
- ii. The second party shall be willing to upgrade itself technically to imbibe new technology or applications introduced by the first party whether for administrative purposes or for methodology of training.
- iii. The second party shall allow the first party representative for inspection of the Training Centre on any of the working days. And they will cooperate with the inspecting officials and provide all required information given in the inspection format.

**3.3 Delays:**

The Second Party shall proactively do all the timely coordination between the First Party to ensure timely completion of its part. The Second Party shall also provide to the first party all the necessary data required for expeditious decision making. If the services are impeded or delayed in spite of best efforts by the Second Party, suitable time extension may be considered by the First Party provided First Party is satisfied/ convinced about the reasons given by the Second Party.

### **3.4 Applicable Laws**

The SECOND PARTY shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the SECOND PARTY, comply with the Applicable Laws.

### **3.5 Confidentiality**

- a. Subject to Clause b below, each Party agrees with the other Party that it will keep confidential and shall not disclose to any third Person any Confidential Information.
- b. Exceptions  
A Party may disclose Confidential Information:
  - i. to the extent to which it is required to be disclosed pursuant to Applicable Law;
  - ii. to the extent to which it is specifically permitted by the other Party in writing;
  - iii. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 3.5 b. i. above); and
  - iv. to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

### **3.6 Fraud and Corrupt Practices**

- a. The SECOND PARTY and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”)/ Notwithstanding anything to the contrary contained in this agreement, the FIRST PARTY shall be entitled to terminate this Agreement forthwith by a communication in writing to the SECOND PARTY, without being liable in any manner whatsoever to the SECOND PARTY, if it determines that the SECOND PARTY has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into this Agreement. In such an event, the FIRST PARTY shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the FIRST PARTY towards, inter alia, the time, cost and effort of the FIRST PARTY, without prejudice to the FIRST PARTY’s any other rights or remedy hereunder or in law.
- b. Without prejudice to the rights of the FIRST PARTY under Clause 3.5(a) above and the other rights and remedies which the FIRST PARTY may have under this Agreement, if the SECOND PARTY is found by the FIRST PARTY to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the SECOND PARTY shall be Black listed for a period of 2 (two) years from the date the SECOND PARTY is found by the FIRST PARTY to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- c. The following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process ;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Empanelment Process;

- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the FIRST PARTY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among training providers with the objective of restricting or manipulating a full and fair competition in the Empanelment Process

#### **4. PAYMENT TO THE SECOND PARTY**

- 4.1-** The Training Fee for different level (as decided by DeitY) shall be inclusive of all costs including Training infrastructure, training material, Issue of ID Cards, biometric attendance, Exposure visit, Training documents & mobilization charges etc., and shall be agreed for each course under each sector. Training Fee to be paid to the Training Partner in two tranches in the following manner:
- i. First Tranche equivalent to 75% of Training Fee of the no. of trainees who successfully awarded certification.
  - ii. Second Tranche equivalent to 25% of Training Fee upon completion of six months from successful placement based on submission of Post placement report & tracking.
  - iii. The training cost will be paid as per guidelines issued by DeitY.
  - iv. The cost towards examination/certification of candidates will be paid as per guidelines issued by DeitY.
  - v. If training partner provide training in govt. polytechnics/ITI's then TPs shall pay 10% of course fee for class room & electricity facilities & extra 10% course fee for using training lab to the respective institution.

#### **5. FAIRNESS AND GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

#### **6. OPERATION OF THE AGREEMENT**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 7 hereof.

#### **7. SETTLEMENT OF DISPUTES**

##### **7.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

##### **7.2 Dispute resolution**

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 7.3.
- b. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with

reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 7.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Vice Chairman, Research development & Training Cell (Board of Technical Education Roorkee) Dehradun, Government of Uttarakhand and the Chairman of the Board of Directors of the SECOND PARTY or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (fifteen) day period or the Dispute is not amicably settled within 20 (twenty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.4.

### 7.4 Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.3, shall be finally referred to the Executive Committee, Uttarakhand Skill Development Society headed by Principal Secretary/ Secretary, Training & Technical Education Department, Uttarakhand as arbitrator and the award of the arbitration, as the case may be, will be final and binding on both the parties.

#### Signed by

#### First Party

#### Second Party

Name:- Mr. R.P.Gupta

Name:

Designation with Seal : joint secretary

Designation with Seal :

Research development & Training Cell  
(Board of Technical Education Roorkee)  
Dehradun, Uttarakhand,

#### Witness-

1. Name

2. Name

Address

Address

Contact No.

Contact No

### 8. PERFORMANCE SECURITY DEPOSITE

The Training Partner has to deposit Rs.10,000/- (Ten Thousand Only.) for each centre as Security Deposit, in the form of Bank Guarantee having validity for 12 months from the date of agreement drawn in favour of "Joint Secretary, IRDT DDN Research development & Training Cell, UBTER payable at Dehradun at the time of executing the agreement. This bank guarantee / deposit amount will be refunded to the training partner after completion of the contract.

Formats at Annexure

(To be printed separately)

## 9. Promotion

A board with size should be placed by every center at a clearly visible site.

Any promotional material used by the training provider should use the logo of IRDT and send a copy for approval before publication or distribution in any form. In case of breach, IRDT may revoke the contract or take an action as per the discretion of Joint Secretary

All training partners will ensure a link to [www.irdtuttarakhand.org.in](http://www.irdtuttarakhand.org.in) on the home page of their website.

### Logo



# Research Development And Training Cell

(Board of Technical Education Roorkee) Dehradun, Uttarakhand

## ESDM Training

**Sponsored By Department of electronics & information  
technology, Govt. Of India, New Delhi**

Name of Training Partner,

Address :

E-Mail :

Telephone No.

Registratrion No.

**Annexure I**

**PROFORMA OF BANK GUARANTEE FOR SECURITY**

**(Use one for each centre)**

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Uttarakhand)

WHEREAS, \_\_\_\_\_  
(name of the Training Partner) wishes to submit his security for the selection as a Training Partner in \_\_\_\_\_ centre for ESDM courses for the financial year \_\_\_\_\_, hereinafter called "the Guarantee".

KNOW ALL MEN by these presents that we \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (Branch and State) having our registered office at \_\_\_\_\_ (herein after called "the bank") are bound to the "Joint Secretary, IRDT DDN Research development & Training Cell, UBTE sum of Rs.10,000/- (Ten Thousand Only), for which payment can truly be made to the "Joint Secretary, IRDT DDN Research development & Training Cell, UBTE payable at Dehradun. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

THE CONDITIONS of this obligation for invoking the guarantee by "Joint Secretary, IRDT DDN Research development & Training Cell, UBTE, are:

- (a) If the Training partner withdraws at any time during the stipulated period of training/ not start the courses at the centre in the time period given
- (b) If the Training partner, for the period of the training, the partner does not full fill the conditions as specified in the MOU/EOI



The Guarantee will remain in force up to and including the date of expiry of the period of training or financial year or as extended by “Joint Secretary, IRDT DDN Research development & Training Cell, UBTE, at any time, notice of which extension to the Bank being hereby waived.

Notwithstanding anything contained herein above:

1. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ only.
2. This guarantee is valid from \_\_\_\_\_ to \_\_\_\_\_
3. We are liable to pay guaranteed amount or part thereof only if you serve upon us a written claim or demand on or before

Any demand in respect this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

**SIGNATURE OF AUTHORISED**

REPRESENTATIVE OF THE BANK: \_\_\_\_\_

NAME AND DESIGNATION : \_\_\_\_\_

SEAL OF THE BANK : \_\_\_\_\_

TELE NO./ FAX NO./ EMAIL : \_\_\_\_\_

SIGNATURE OF THE WITNESS : \_\_\_\_\_

NAME OF THE WITNESS : \_\_\_\_\_

ADDRESS OF THE WITNESS : \_\_\_\_\_