



छत्तीसगढ़ CHHATTISGARH

S 682284

**AGREEMENT**

This agreement entered into on this 23<sup>rd</sup> day of September 2024 between **NIELIT Centre Bhubaneswar** (a unit of NIELIT Society, which is an autonomous scientific society of Ministry of Electronics & Information Technology, Government of India), 3<sup>rd</sup> Floor, North Side, OCAC Tower, Acharya Vihar, Bhubaneswar, Odisha – 751013 (hereinafter referred to as **FIRST PARTY** which term and expression shall mean and include its successors and assignees) represented by its Director In-Charge on the **ONE PART**:

**AND**

The **MATS University, MATS Tower, Pagaria Complex, Pandri, Raipur, Chhattisgarh 492004, India.** (Hereinafter referred to as **SECOND PARTY** which expression shall include its successors and assignees) and represented by authorized signatory **Shri Gokulananda Panda** on the **OTHER PART**:

WHEREAS **FIRST PARTY** invited applications for providing training for “Employability Enhancement & Livelihood Training Program [EELTP] of SC/ST&EWS (Women) Youth through Capacity Building and Skill Development in IECT” 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 short listing 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 Rs. 13,230/- being 5% percent of the training fee for batch of 30 candidates for the course “(Certified Web Developer)” in the form of online transfer UTR No. N265243279726260, Dated 21.09.2024.

WHEREAS **FIRST PARTY** and **SECOND PARTY** desire to mutually associate with each other to commence the training program in “Employability Enhancement & Livelihood Training Program [EELTP] of SC/ST&EWS (Women) Youth through Capacity Building and Skill Development in IECT” through its training centres in the said district of said state.

S.682283/84

सतीकांत दाश/Satikanta Dash  
सहायक निदेशक /Asst. Director  
स.इ.सू.प्रौ.सं., भुवनेश्वर  
NIELIT, Bhubaneswar



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

## **1 SCOPE SECOND PARTY**

Will conduct training program in **"Employability Enhancement & Livelihood Training Program [EELTP] of SC/ST&EWS (Women) Youth through Capacity Building and Skill Development in IECT"** through its centre in Raipur, Chhattisgarh for the course "Certified Computer Application Accounting and Publishing Assistant", Certified Data Entry and Office Assistant (Upskilling) and Certified Web Developer Training program: "Employability Enhancement & Livelihood Training Program [EELTP] of SC/ST&EWS(Women) Youth through Capacity Building and Skill Development in IECT" as 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.

The maximum number of candidates to be trained in the district of Raipur, Chhattisgarh for the course "Certified Computer Application Accounting and Publishing Assistant", Certified Data Entry and Office Assistant (Upskilling) and Certified Web Developer is 30 per batch.

## **2 OBLIGATIONS OF SECOND PARTY**

**"Employability Enhancement & Livelihood Training Program [EELTP] of SC/ST&EWS(Women) Youth through Capacity Building and Skill Development in IECT"** for Raipur district for the course "Certified Computer Application Accounting and Publishing Assistant", Certified Data Entry and Office Assistant (Upskilling) and Certified Web Developer", **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 <https://nqr.gov.in/>, 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 or better, to ensure quality of the program.

**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.



(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 and 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.

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

**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 **Coordinator/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.

### **3 OBLIGATIONS OF 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:** Payment shall be made on completion of the courses and further certification of minimum 80% candidates based on the actual number of candidates certified on receipt of invoice along with relevant documents 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 BREACHES 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 party the damages in respect of losses already sustained by him for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause. In the event of breach of any of the terms and conditions of the agreement signed by the **SECOND PARTY**, the security deposit will also be forfeited.

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

#### **6 TERMINATIONS 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 contractor 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.



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## **7 JURISDICTIONS**

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 Bhubaneswar.

## **8 ARBITRATION OR MEDIATION**

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

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

## **9 MODIFICATIONS**

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

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.



*Handwritten signature*

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)



(Name: -Shri Satikanta Dash)

Satikanta Dash / Satikanta Dash  
सहायक निदेशक / Asst. Director  
रा.इ.सू.प्रौ.सं., भुवनेश्वर  
NIELIT, Bhubaneswar



(Name: Shri Gokulananda Panda)



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E-mail ID: -satikanta@nielit.gov.in	E-mail ID: -admissions@matsuniversity.ac.in
Web: -www.nielit.gov.in	www. matsuniversity.ac.in

Witness 1:

Signature.....

Name Manoj Kumar Patra.

Address.....NIELIT, BBSR

Contact No. 9853833370

Witness 2:

Signature.....

Name Dr. Ramesh Kumar. Sahu

Address.....Dy. Registrar - MATS University

Contact No. 0771-4078995