



CIN: U93000DL1989NPL034967



नेशनल शेड्यूलड कास्ट्स फाइनेंस एंड डेवलपमेंट कार्पोरेशन
(भारत सरकार का उपक्रम)
National Scheduled Castes Finance and Development Corporation
(A Govt. of India Undertaking)

No.NSFDC/TRG/MoA/MSME-Durg/2020-21/3883 14th January, 2021

उप महाप्रबंधक,
MSMF टेक्नोलॉजी सेंटर,
प्लॉट नं.2D, सेक्टर-बी, बोराई औद्योगिक विकास केंद्र,
Rasmada, जिला- दुर्ग,
छत्तीसगढ़ - 491001।

विषय: कौशल विकास प्रशिक्षण कार्यक्रमों के कार्यान्वयन के लिए NSFDC और MSME-Durg के बीच MoA का निष्पादन।

महोदया/महोदय,

कृपया उपरोक्त विषय पर अपने ईमेल का संदर्भ लें। इस संबंध में NSFDC के अधिकृत हस्ताक्षरकर्ता द्वारा विधिवत हस्ताक्षरित एवं Stamped MoA (मूल प्रति) की दो प्रतियाँ संलग्न हैं।

2. आपसे यह अनुरोध है कि कृपया अधिकृत हस्ताक्षरकर्ता द्वारा दोनों प्रतियों के सभी पृष्ठों पर हस्ताक्षर करने और मुहर लगाने के उपरांत एक मूल प्रति NSFDC को रिकॉर्ड और संदर्भ के लिए यथाशिघ्र भेज दें तथा दूसरी प्रति अपने कार्यालय के रिकॉर्ड और संदर्भ के लिए रख लें।

धन्यवाद,



भवदीय,

रतिकान्त
14.01.2021

(रतिकान्त जेना)

उप महाप्रबंधक

संलग्न: उपरोक्त।



INDIA NON JUDICIAL

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सत्यमेव जयते

Certificate No. : IN-DL26709597306478T
Certificate Issued Date : 06-Jan-2021 12:20 PM
Account Reference : IMPACC (IV)/ dl814503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL81450356832131871925T
Purchased by : NSFDC DELHI
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NSFDC DELHI
Second Party : MSME TECHNOLOGY CENTRE DURG
Stamp Duty Paid By : NSFDC DELHI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line.-----

MEMORANDUM OF AGREEMENT BETWEEN

**NATIONAL SCHEDULED CASTES FINANCE AND DEVELOPMENT
CORPORATION, DELHI**

AND

MSME-TECHNOLOGY CENTRE, DURG

This Memorandum of Agreement (MoA) hereinafter, together with all appendices attached hereto and forming an integral part hereof, called the "Agreement", is made at Delhi on this 12th day of January, 2021 between NATIONAL SCHEDULED CASTES FINANCE AND DEVELOPMENT CORPORATION (NSFDC)



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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Company registered under Section-25 of Companies Act, 1956 (now under Section-8 of Companies Act, 2013), a Government of India Undertaking under the aegis of Ministry of Social Justice & Empowerment and a not for profit Company set-up with an objective to promote socio-economic development of Scheduled Castes whose Annual Family Income is up to Rs.3,00,000/- for both rural and urban areas, by providing financial assistance for income generating schemes and skill development training. However, in case of skill development training, there shall be no income criteria of candidates. NSFDC's registered office is at 14th Floor, SCOPE Minar, Core-1 and 2, Laxmi Nagar, Delhi-110092 (hereinafter referred to as the "**First Party**" or "**Sponsoring Agency**") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, assigns and nominees of FIRST PARTY.

AND

MSME Technology Centre, Durg, a Government of India Organization under the aegis of Office of the Development Commissioner (MSME), Ministry of MSME, setup with an objective to promote & support MSME Sector through its various activities including providing access to advanced manufacturing technologies, Skilling of manpower by offering opportunities for technical skill development / enhancement to the youth at varying levels ranging from school dropouts to post graduate engineers, Providing technical and business advisory/consultancy support to MSMEs & Industries. Having its registered office at MSME Development Institute, Near Urkura Railway Station, Bhanpuri Industrial Area at Birgaon, Raipur (C.G.) and main campus at Plot-2D, Sector-B, Borai Industrial Growth Centre at Rasmada, District-Durg (C.G.) 491001 (Herein after referred to as "**Second Party**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, assigns and nominees of **SECOND PARTY**.

AND WHEREAS MSME Technology Centre, Durg will implement Skill Development Training Programme(s) sponsored by NSFDC from time to time. The Sanction Letter issued for training programme(s) from time to time to the Training Institute will form a part of this MoA.

NOW THEREFORE, the parties hereto, in consideration of the premises set forth herein above and of the mutual covenants and undertaking set forth hereinafter, hereby agree as follows:

Section-1

1. **Construction of the MoA:**

The Memorandum of Agreement (MoA) shall be governed by and construed in accordance with the laws of the land.



2. **Instructions and Approvals:**

- 2.1 The Project shall be implemented by MSME Technology Centre, Durg (Implementing Agency for Skill Development Training Programme) in accordance with the Project Implementation Plan, Scope of work, Time Frame and Payment Schedule as set out in the Sanction Letter to be issued from time to time.
- 2.2 MSME Technology Centre, Durg will adhere to terms & conditions as per sanction letter.
- 2.3 The Skill Development Training Programme(s) to be implemented by MSME Technology Centre, Durg shall be in conformity with guidelines issued from time to time by the Ministry of Skill Development and Entrepreneurship/ National Skill Development Corporation/National Skill Development Agency. All skill training programme(s) are to be NSQF compliant and job roles would be as per approved QPs.
- 2.4 The MSME Technology Centre, Durg shall maintain the records of valid Affiliation Certificate and accreditation of its centers during currency of the training programme(s) to be implemented.

3. **General Provisions:**

- 3.1 Nothing contained in this MoA shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between NSFDC and MSME Technology Centre, Durg.
- 3.2 MSME Technology Centre - Durg shall be solely and exclusively responsible for all acts and omissions of its staff and/or any persons, associations, institutions engaged by MSME Technology Centre, Durg whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.
- 3.3 MSME Technology Centre, Durg declares and undertakes that MSME Technology Centre, Durg is in compliance of the laws and bye laws applicable to it, and that it has required authorization, permission & clearances and complied all formalities required by or under the laws and bye-laws and rules regulating the work and conduct of MSME Technology Centre, Durg and for implementing the project.



4. **Amendment:**

In case during the operation of the agreement, circumstances may arise which call for alterations or modifications or amendments are required in any part of the MoA, the Parties on mutual agreement in writing shall incorporate such amendments by way of amendments to this Agreement which shall be binding and be followed by the parties.

5. **Terms of Payment & Other Obligations:**

5.1 NSFDC shall release funds to MSME Technology Centre, Durg to meet approved or agreed expenses of the Project and commitments related to the said Project as per Sanction Letter which will be as per the prevailing Common Cost Norms (CCN) issued by Ministry of Skill Development & Entrepreneurship (MSDE), Govt. of India. Time to time, MSDE do bring changes in common cost norms, so any such change(s) would also be applicable for the said Project.

5.2 MSME Technology Centre, Durg will submit the Bank account number/details of nationalized bank for release of funds through RTGS.

5.3 **GST and other taxes:** The rates are exclusive of service tax and other taxes which shall be borne by NSFDC, if applicable.

6. **Inspection:**

NSFDC shall, at its discretion, undertake inspection of the impact/progress of the Project. Such inspection shall be carried out anytime during the tenure of the MoA. MSME Technology Centre, Durg shall as and when required, give NSFDC representative reasonable cooperation and access to its records for such inspection carried out in connection with this MoA.

7. MSME Technology Centre, Durg shall upon receipt of prior notice permit and make suitable arrangements for the representatives of NSFDC and NSFDC's Agent, at such intervals as the NSFDC may determine:

- i. To visit and inspect the Skill Development Training Site, the Skill Development Training Assets, to carry out technical ,financial and legal inspections; and
- ii. To examine MSME Technology Centre, Durg books of records, account and documents relating to this particular project only to make copies there from; at all times upto the completion of Skill Development Training as such representative may desire, so long as no disturbance is caused to the operations of MSME Technology Centre, Durg relating to the scheme to such inspection.



- 7.1 MSME Technology Centre, Durg confirms that all information provided to the NSFDC or any representatives of the NSFDC in connection with this Skill Development Training Programme(s), whether before or after the execution of this MoA, by or on behalf of MSME Technology Centre, Durg is true, correct and complete in all respect on the date hereof, and is not false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information not misleading in any respect.
- 7.2 MSME Technology Centre, Durg shall promptly notify the NSFDC of any proposed change in the nature or scope of the Skill Development Training Programme(s) and of any event or condition which might materially and adversely affect the Skill Development Programme(s).
- 7.3 MSME Technology Centre, Durg shall give monthly updation on progress of the programs on formats, if any, as may be circulated by NSFDC.
- 7.4 MSME Technology Centre, Durg shall maintain records showing the expenditure incurred/utilization of the Funds, the operations of MSME Technology Centre, Durg and such records shall be open to examination by the NSFDC, and their authorized representatives.
- 7.5 MSME Technology Centre, Durg shall maintain/update records related to the training programme online by logging into the Skill Training Module on the website portal of NSFDC as and when operational.
- 7.6 MSME Technology Centre - Durg shall not utilize the funds released by NSFDC for any programme other than those explicitly mentioned in the Sanction Letter. They shall also not seek funds from any other entity for the programme being funded by NSFDC.
- 7.7 MSME Technology Centre, Durg shall ensure that only fresh candidates who are not employed in organized sector anywhere should be given training.
- 7.8 In case where the projects are being additionally funded by other Corporate/ Government Institutes under their CSR initiatives, similar obligations, the relevant clause detailing the terms and conditions of project as may be available in the MoA signed between the donor organization and NSFDC will automatically be binding on MSME Technology Centre, Durg, if MSME Technology Centre, Durg, agrees to take the project. A copy of the MoA will be shared by NSFDC with MSME Technology Centre, Durg for information.



8. **Refund of Unutilized/Unspent Funds:**

- 8.1 MSME Technology Centre, Durg shall submit utilization certificate in the Proforma stipulated by NSFDC.
- 8.2 Any unspent or unutilized amount, disbursed earlier by NSFDC for the project to MSME Technology Centre, Durg, shall on completion of the project, be refunded to NSFDC within 30 days of the completion of the project or termination of the MoA, whichever is applicable.

9. **Settlement of disputes:**

In the event of any disputes and differences arising out of or in relation to this MoA between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation and the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoA or the interpretation thereof. If any dispute, difference of opinion, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning operation, effect interpretation of the MoA or breach thereof which Parties are unable to settle mutually within 15 days from the commencement of settlement proceedings on mutual consultation, the same shall be referred to Arbitration as provided hereunder:

- a) Parties wishing to commence arbitration proceedings shall invoke Arbitration Clause by giving advance notice of 30 days to other party.
- b) The Parties invoking arbitration shall specify all the points of disputes arises between the parties with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) It is agreed by both the parties that arbitration shall be done by a Sole Arbitrator to be nominated by Chairman-cum-Managing Director of NSFDC only. The arbitrator shall give reasoned and speaking award and it shall be final and binding on both the Parties.
- d) The Parties to the arbitration will bear the fees and expenses to be determined by the arbitrator.
- e) The place of arbitration shall be at New Delhi.
- f) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 2015 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.



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10. **Jurisdiction:**

All disputes arising between the parties shall be subject to the jurisdiction of the Courts in Delhi only.

11. MSME Technology Centre, Durg is required to conduct evaluation study at the end of the programme and submit its report to NSFDC.

12. Statement on reports of Third Party Assessment is required to be sent to NSFDC.

IN WITNESS WHEREOF, the parties have executed this MoA by them duly authorized representatives as on the date and place first herein above written.

For and on behalf of MSME
Technology Centre, Durg

For and on behalf of NSFDC

Authorized Signatory

Authorized Signatory

Signature:



(Ritesh Kumar Tandekar)
Deputy General Manager

Signature:



(Devanand)
Chief General Manager

उप महाप्रबंधक / Deputy General Manager
एमएसएमई प्रौद्योगिकी केन्द्र, दुर्ग
MSME Technology Centre, Durg
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय, भारत सरकार की सोसायटी
Min. of M.S.M.E., Govt. of India Socir

DEVANAND
Chief General Manager
National SCs Fin. and Dev. Corporation
Scope Minar, 14th Floor, Core-1&2,
Laxmi Nagar District Centre,
Laxmi Nagar, Delhi-110092

Witness:



1. Jajati Kesharee Mohanty
Sr. Manager (Training)




Abhinav Das
03/04/2021

2. Abhinav Das
Manager (Mechanical)

Witness:



1. RATIKANTA JENA, DGM

2. 

NAND KISHORE, DM