

छत्तीसगढ़ CHHATTISGARH

N 669247

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL BACKWARD CLASSES FINANCE AND DEVELOPMENT CORPORATION
(FIRST PARTY)

And

MSME TECHNOLOGY CENTRE DURG
(SECOND PARTY)

This Memorandum of Understanding (MoU) hereinafter, together with all appendices attached hereto and forming an integral part hereof, called the "Agreement", is made at Delhi on this day of 17 November 2020 between NATIONAL BACKWARD CLASSES FINANCE AND DEVELOPMENT CORPORATION (NBCFDC), a Company registered under Section 25 of Company's Act, 1956 (now under Section 8 of Company's Act, 2013), a Government of India Undertaking under the aegis of Ministry of Social Justice and Empowerment with an objective of socio economic development of backward classes and their dependents through its various schemes having its registered office at Fifth Floor, NCUI Building, 3, Siri Institutional Area, New Delhi- 110016 represented by its Managing Director. (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 Society under Ministry of MSME registered under Chhattisgarh Society Registration Act 1973 with the objectives of providing industry oriented skill development training programs, having its registered office


R.K. Tandekar
Dy. General Manager
MSME Technology centre, Durg



at MSME- DI-Raipur, Near Urkura Railway Station, Bhanpuri Industrial Area, Birgaon, Raipur (C.G.) and its campus at Plot-2D, Sector-B Borai Industrial Growth Centre at Rasmada, Durg (C.G.) represented by its Deputy General Manager (Hereinafter referred to as the "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**.

FIRST PARTY and SECOND PARTY shall hereinafter collectively be called "the parties" and individually as "the party".

AND WHEREAS SECOND PARTY has agreed to implement Skill Development Training Programmes inclusive of all its terms and conditions as presently in vogue and as may be amended from time to time sponsored by FIRST PARTY from time to time with the Sanction Letters issued for training programmes from time to time forming a part of this MoU.

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

1. CONSTRUCTION OF THE MOU

1.1. The MoU 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 SECOND PARTY (Implementing agency for Skill Development Training Programmes) in accordance with the Project Implementation Plan, Scope of Work, Time Frame and Payment Schedule, as set out in Sanction Letters to be issued from time to time.

2.2. SECOND PARTY will ensure that all the Training Partners (TPs) engaged by it for implementation of Entrepreneurship & Skill Development Training Programmes of FIRST PARTY are duly affiliated/approved by it.

2.3. All the TPs will also adhere to various terms & conditions as per Sanction Letters to be issued from time to time.

3. GENERAL PROVISIONS

3.1. Nothing contained in this MoU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between FIRST PARTY and SECOND PARTY.

3.2. SECOND PARTY shall be solely and exclusively responsible for all acts and omissions of its staff and/or any persons, associations, institutions engaged by



R.K. Tandekar
Dy. General Manager
MSME Technology centre, Durg

SECOND PARTY 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. FIRST PARTY will not be liable directly or indirectly for any loss or damage caused to any material or life by the act of SECOND PARTY or its agents or third parties during implementation and post implementation of the Project.
- 3.4. The advances/commitments made by the FIRST PARTY under the MoU are a part of SDTP of the FIRST PARTY, and the same shall not be construed as an advance under the regular business of the FIRST PARTY.
- 3.5. **SECOND PARTY** declares and undertakes that **SECOND PARTY** is in compliance of the laws and bye laws applicable to it, and that it has required authorization, permissions & clearances and complied with all formalities required by or under the laws and bye-laws and rules regulating the work and conduct of **SECOND PARTY** and for implementing the Project.

4. AMENDMENT

- 4.1. In case any amendments are required in any part of the MoU, 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. FIRST PARTY shall release funds to SECOND PARTY to meet approved or agreed expenses of the Project and commitments related to the said Project as per Sanction Letters to be issued from time to time.
- 5.2. SECOND PARTY will submit the Bank Account Number/Details of its Bank Account, for release of funds through RTGS.
- 5.3. Goods & Service Tax and Other Taxes: The GST and Other Taxes shall be borne separately by FIRST PARTY, as applicable from time to time.

6. INSPECTION

- 6.1. FIRST PARTY shall, at its discretion, undertake inspection of the impact/progress of the Project. Such inspection shall be carried out periodically during the tenure of the MoU. SECOND PARTY shall as and when required, give FIRST PARTY representative reasonable cooperation and access to its records for such inspection carried out in connection with this MoU.
7. SECOND PARTY shall upon periodic of prior notice permit and make suitable arrangements for the representatives of FIRST PARTY and/or FIRST PARTY's authorized representatives, at such intervals as the FIRST PARTY may determine-


R.K. Tandeekar
Dy. General Manager
MSME Technology centre, Durg



- i. To visit and inspect the Skill Development Training Site and the Skill Development Training Assets, to carry out technical, financial and legal inspections; and
 - ii. To examine SECOND PARTY's books of records, account and documents relating to this particular Project only to make copies there from; at all times upto the completion of Entrepreneurship & Skill Development Training as such the representative may desire, so long as no disturbance is caused to the operations of SECOND PARTY.
- 7.1. SECOND PARTY confirms that all information provided to the FIRST PARTY or any representatives of the FIRST PARTY in connection with this Entrepreneurship & Skill Development Programme, whether before or after the execution of this Agreement, by or on behalf of SECOND PARTY 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. SECOND PARTY shall promptly notify the FIRST PARTY of any proposed change in the nature or scope of the Entrepreneurship & Skill Development Programmes and of any event or condition which might materially and adversely affect the training programmes.
- 7.3. SECOND PARTY shall give quarterly update on progress of the programs on formats, if any, as may be circulated by FIRST PARTY.
- 7.4. SECOND PARTY shall maintain records showing the utilization of the Funds, the operations and financial condition of SECOND PARTY and grant consent for examination of same by the FIRST PARTY, and/or their authorized representatives, should it be felt necessary.
- 7.5. SECOND PARTY shall not utilize the funds released by FIRST PARTY for any programmes other than those explicitly mentioned in the Sanction Letter, however SECOND PARTY may utilize the funds for its regular operations. SECOND PARTY shall also not seek funds from any other entity for the programmes being funded by FIRST PARTY.
- 7.6. SECOND PARTY shall ensure that candidates for skilling and up-skilling, who may or may not be employed in organized sector anywhere will be given training.
- 7.7. 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 the Project as may be available in the MoU signed between the donor organization and FIRST PARTY will automatically be binding on SECOND PARTY, if SECOND PARTY agrees to take up the Project. A copy of the Agreement will be shared by FIRST PARTY with


R K Tandekar



SECOND PARTY for approval.

8. REFUND OF UNUTILIZED/UNSPENT FUNDS

- 8.1. SECOND PARTY shall submit Utilization Certificate in the Proforma stipulated by FIRST PARTY and duly certified by its competent authority.
- 8.2. Any unspent or unutilized amount (*in terms of the training programmes not completed*), disbursed earlier by FIRST PARTY for the Project to SECOND PARTY, shall on completion of the Project, be refunded to FIRST PARTY within 30 days of the completion of the Project or termination of the MOU, whichever is applicable.
- 8.3. Any interest or other earnings against Grant-in-aid released by FIRST PARTY for the project to SECOND PARTY should be mandatorily remitted to the FIRST PARTY immediately after finalization of accounts as per General Financial Rules (GFR) 2017. Such advances should not be allowed to be adjusted against futures releases.

9. SETTLEMENT OF DISPUTES

- 9.1. In any event of an dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall be referred by either party of Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law-Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
 - 9.2. **JURISDICTION** - That the New Delhi Courts will have the sole and exclusive jurisdiction to decide the issue of any dispute between the parties hereto.
10. SECOND PARTY is required to conduct evaluation study at the end of the programme(s) and submit its report to first party.
11. Statement on Reports of evaluation is required to be shared to FIRST PARTY.
12. This Agreement shall be effective from the date of execution and will be valid for Three years extendable by further period of three years subject to mutual agreement.


R.K. Tandekar
Dy. General Manager
MSME Technology centre, Durg



IN WITNESS WHEREOF, the parties have executed this MoU through their duly authorized representatives as on the date and place first herein above written.



For and on behalf of **SECOND PARTY**

Signature: 

Name: **Ritesh Kumar Tandekar**

Designation: **Dy. General Manager**
Dy. General Manager
MSME Technology centre, Durg

Witness:

1. 
Tajati Keshari Mohanly (MSME TC)
DURG
2. 
ABHINAV DAS (MSME TC)
DURG

For and on behalf of **FIRST PARTY**

Signature: 

Name **Suresh Kumar Sharma**

Designation: **Dy. General Manager (SD)**

सुरेश कुमार / SURESH KUMAR

उप महाप्रबंधक (कौ.वि.) / Dy. General Manager (S.D.)

एन.बी.सी.एफ.डी.सी./N.B.C.F.D.C.

सामाजिक न्याय और अधिकारिता मंत्रालय/Ministry of S&E



भारत सरकार /Govt. of India

5वां तल, एन.सी.यू.आई. भवन, अगस्त क्रांति मार्ग

5th Floor, N.C.U.I. Building, August Kranti Marg

नई दिल्ली-110016 / New Delhi-110016

Witness:

1. 
Rajan (NBCFDC) **Am (SD)**
2. 
Anant Exe (SD)
(NBCFDC)