

GOVERNMENT OF NCT OF DELHI
DIRECTORATE OF TRAINING & TECHNICAL EDUCATION
MUNI MAYA RAM MARG: PITAMPURA: DELHI

No. F.3(07)/2009/PO/985-1011

Dated: 01/07/11

To,

The Principal,
Supervising Institutes under TECOS (ITIs & Polytechnics),
Govt. of NCT of Delhi, Delhi.

Sub:- Forwarding of Agreement for TECOS.

Sir/Madam,

With reference to letter No.F.3(94)/09/PO/TECOS dated 22-06-2011, I am to forward herewith a copy of Agreement the Principal of Supervising Institute and the authorized functionary of the NGO under reference has to enter into before issuance of any non recurring grant under TECOS.

Further I am to inform that the respective Principals of supervising institute may sign the Agreement on behalf of the department. The principal of the respective supervising institute, before signing of the agreement, may ensure that NGO has fulfilled all the requirements, conditions and norms under the scheme document and offer letter.

The Principal of Supervising Institute may also ensure the following:-

1. Submission of Action Plan by the NGO including declaration in respect of Cost estimate for recurring and non-recurring expenditure.
2. The beneficiaries should be from economically backward section preferably residing in slums or resettlement colonies.
3. The NGO should not claim recurring grant for running the training programme under the TECOS for the same set of beneficiaries which has been enrolled under any other scheme. No reimbursement of any other expenditure in excess to the grant in aid payable under the scheme would be claimed by the NGO concerned. Training to the Beneficiaries under the TECOS in a particular course should exclusively be imparted as per norms under the Scheme document.

4. No fee should be charged from the beneficiaries in any circumstances.

The principals of the Supervising institute are requested to coordinate with the NGOs so as to start training programme as per the schedule mentioned in offer letter. The principals of the Supervising institute may also ensure that report submitted by NGO in respect of the requirements, conditions and norms under the scheme document and offer letter is factual.

Encl : As above.

Copy to :-

PS to Principal Secretary (TTE)/Additional Secretary (TTE) for kind information.

Yours faithfully,

(V.K.Singoria)

Deputy Director(T&P)

(V.K.Singoria)

Deputy Director(T&P)

AGREEMENT

THIS AGREEMENT is made on the.....day of.....2011, (two thousand eleven) at New Delhi between the President of India through the Principal,----- of Institute of Department of Training & Technical Education, Government of NCT of Delhi, Muni Maya Ram Marg, Near T.V. Tower, Pitampura, Delhi-110088 (hereafter referred to as "Supervising Institute" which expression shall unless excluded by or repugnant to the context, be deemed to include his successors in office, assigns) of the one part AND the, a society or Public Trust registered under the Societies Registration Act, 1860/ the Public Trusts Act, vide Registration o.....through its authorized representative.....(Designation) son of Shri.....having its registered office at(hereafter referred to as the "implementing NGO", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, executors, legal heirs, representatives and assigns) of the other part.

WHEREAS the Government of NCT of Delhi implements the Technical Education Community Outreach Scheme (TECOS) (hereinafter termed as "scheme"). Roles and responsibilities of the implementing NGO shall be those as provided in the said scheme which is annexed as Annexure - I of this Agreement.

The Supervising Institute shall ensure that the activities are carried out as per the set process under the Scheme and will be responsible for taking corrective measures for deviations there from, if any. The Supervising Institute will have overall responsibility for implementation of the projects at the individual implementing NGO level. The responsibilities of supervising institutes would include: processing of applications for new and recurrent funding, disbursement of funding, monitoring of the quality of technical education being imparted, assessing organizational performance of implementing NGOs and enforcement of performance as per Agreement. The *High-Level Committee (HLC)* will be setting out the policy and roadmap for implementation of the scheme and monitoring the set targets of outcomes to be achieved by each of the stakeholders. Department of Training and Technical Education (DTTE), Delhi hereinafter termed as "Department" will ensure that overall objectives of the scheme are achieved. The Department will redesign the scheme document, as and when necessary, based on feedback obtained from the concerned sources.

AND WHEREAS THE Government and the Implementing NGO have agreed to participate in the implementation of the said scheme on the term and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. SCOPE :

- 1.1 The implementing NGO shall provide Technical Training in the geographical area -----and training areas-----, identified in consultation with Supervising Institute as per the provision of the Scheme.
- 1.2 The implementing NGO shall provide to the Supervising Institute, details of the team of designated staff containing names of the staff assigned to the project and any change in the team will also be informed to the Supervising Institute. The qualifications and capabilities of the team members/staffs would be as per requirement of the course and to the satisfaction of the Supervising Institute. The implementing NGO agrees to change the designated staff as per the requirements of the Supervising Institute, in cases when the designated staff is found to be deficient in skill or capabilities.
- 1.3 All the staff engaged by the implementing NGO shall be the responsibility of the implementing NGO, which will have administrative control and supervision over its staff. The Supervising Institute shall not be involved or be a party to any dispute arising out of the engagement of personnel by the Implementing NGO.
- 1.4 Roles and Responsibilities of the implementing NGO would be as defined in the scheme. The roles and responsibilities of the implementing NGO may be expanded based on the monitoring reports of

the Supervising Institute or based on policy changes brought about by the HLC/Department. The implementing NGO agrees to be bound by the roles and responsibilities as defined in the scheme and to such expansion of the roles and responsibilities as aforementioned.

2. COMMENCEMENTS AND DURATION

- 2.1 This agreement shall come into force on theand shall terminate without notice on.....
- 2.2 The duration of the Agreement shall be one year (1 year from the date of commencement of training by the Implementing NGO) and further continuation will be subject to the findings of an internal performance review or external evaluation by an organization that may be appointed by the Department and in accordance with the details of the scheme. Extension or continuation will be at the sole discretion of the Department. While considering the extension of the Agreement, the Department will give due consideration to the minimum success rate of the trainees/beneficiaries and decision in this regard will be based on results of exams held by the Board of Technical Education based on curricula/pattern of MES scheme of DGE&T Govt. of India. The maximum period of validity of this agreement would be 3 years and further extension would be in the form of a new agreement, which may be entered into based on the findings of an external evaluation agency.

3. MANAGEMENT OF SERVICES

- 3.1 The Supervising Institute with the support of High Level Committee will coordinate and monitor implementation of the Scheme through its own staff or outside experts/consultants.
- 3.2 All disputes and differences arising out of or in any way touching or concerning this Agreement shall be referred to the sole arbitration of any person nominated by the DTTE. It will be no objection to any such appointment that the arbitrator so appointed is a Government Servant and that he had to deal with the matter to which this agreement relates or that in course of his duties he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties.
- 3.3 The space at the training center of implementing NGO and items like equipments, furniture, computer, telephone, T.V., V.C.R., curtains etc, if provided by the Government or its agencies for running the main activities and extension services, shall be utilized by the implementing NGO and other organizations to the extent allowed by the Government. Premises/space taken on rent with funds made available under the scheme would be used only for purposes defined under the scheme or as may be allowed by the supervising institute/its superior establishments. In the event of damage to the property/ items purchased with funds from DTTE the implementing NGO shall pay the replacement cost of these items.

Instructors to be engaged by the Implementing NGO should fulfill the minimum qualification in the relevant trade as prescribed for equivalent institutes running similar programme under the Government. For courses other than conventional courses that are not available in Government run institutions, qualification & certification be provided by a body recognized by Central Govt. Ministries, MHRD, DGE&T mentioning therein that instructor namely----- is qualified and fulfill all necessary skills to teach the programme ----- . In any case qualifications of the instructor concerned should be to the satisfaction of the Supervising Institutes.

4. PLANNING AND REPORTING

- 4.1 The Supervising Institute will coordinate & monitor the work of the implementing NGO: on the transmission of training information, conduct field inspections, collecting and compiling reports to provide the Government with comprehensive reports as required from time to time.
- 4.2 Progress reports are to be submitted not later than the 7th day of the month after the end of the reporting period.
- 4.3 At the end of the agreement the implementing NGO shall submit a final report on progress along with financial statement and significant features of the project.

5. OWNERSHIP AND COPYRIGHT:

Materials/documents prepared by the implementing NGO as part of the services provided under this agreement may be provided to the Supervising Institute and these shall not be shared/distributed to any other person/organization without the prior permission of the DTTE.

6. CONSIDERATION OF AGREEMENT AND TERMS OF PAYMENT:

The Government will pay to the implementing NGO on the basis of the agreed amount as follows:

- 6.1 In the first quarter (three months period since starting), no advance will be paid towards recurring expenses. However, an amount up to Rs.30,000/- (Rupees Thirty Thousand only) will be paid in advance in respect of grant for one time non-recurring expenditure based on production of a suitable guarantee (in case of more equipment, intensive courses the High Level Committee may increase the non-recurring grant up to an amount of Rs.60,000/- (Rupees Sixty Thousand only) on the basis of request from implementing NGOs in this regard and on the basis of fulfilling the condition in the scheme). Hiring/leasing of Equipment(s) for delivering courses would also be treated as non-recurring expenditure and in such cases the High Level Committee would fix the amount eligible for grant. The Payment of grant during first quarter will be released on monthly basis after successful operation of each month.
- 6.2 At the beginning of second quarter (After expiry of three months of operation), 50% of amount will be paid in advance subject to satisfactory performance of operation of first quarter. Rest of the 50% amount for the quarter i.e. period of operation of 3 months will be released at the beginning of second month of the quarter. The release of funds will be at the Supervising Institute level.
- 6.3 The payment of grants for the third quarter will be made subject to the condition that the operation of first quarter was satisfactory (based on results of examination conducted by NCVT/SCVT). Implementing NGO will have to meet the criteria of assessment set by the High Level Committee/Department. Similar criteria for allowing continued funding could change from time to time based on policy changes brought about by the HLC/Department.
- 6.4 The payment of grants for the fourth quarter will be made subject to the condition that the operation of second quarter was satisfactory and so on. Similar criteria as of third quarter will be observed before releasing the grant for the fourth quarter.
- 6.5 For the operation to be continued for the next year the implementing NGO should submit an application seeking funding at least 3 months before close of the year's last quarter. Based on an overall assessment of performance of the implementing NGO, the High Level Committee/Department will take a decision regarding extension of services to the implementing NGO and contract period thereof. Application for extension of contract will thereafter be resubmitted at least 1 ½ months before close of the year.
- 6.6 The Implementing NGO shall maintain proper record with regard to the Grant received from the Supervising Institutes and produce certified financial statements from the chartered accountant substantiated with invoices (receipts/ bills) and vouchers that are subject to audit. Financial records shall be maintained according to the standard book keeping principles, and shall be open to audit by the EXAMINER LOCAL FUND ACCOUNTS (E.L.F.A), Government of NCT of Delhi.
- 6.7 The implementing NGO shall give Bank guarantee of equal amount of agreed project amount, which is being given as advance money in the first installment.
- 6.8 Payment shall be made by the Government in Indian Rupees by cheque/demand draft/pay order into bank account set up by the Implementing NGO for the purpose of this agreement:-
- 6.9 All the equipments purchased out of non-recurring grant will be the property of the Government and the same shall be handed over to Department in good condition at the time of expiry/withdrawal/termination (from either side) from the Scheme, whichever is earlier. After expiry of 5 years from the date of purchase of equipments, the book value of the equipments would be adjusted towards the recurring payments due to be made to the implementing NGO over a period of time.

5.10 Pattern of funding under this agreement is subject to change based on a review of the scheme and the Implementing NGO agrees to be bound by such changes as may be brought about on account of a review of the scheme.

6.11 The grant provided to the implementing NGO shall be governed by the provisions of the Government Grants Acts, 1895.

7. TERMINATION OF THE AGREEMENT

7.1 The implementing NGO may, by a notice of sixty days to the Supervising Institute, terminate this agreement. In the event of premature termination, no payment will be made to the implementing NGO for the training imparted by it and in the event that an advance amount is lying with the implementing NGO the same would be paid back with penal interest, as may be fixed by the Department.

7.2 The Government will have the power and authority to cancel and even terminate this agreement at any time by giving a thirty days notice to the implementing NGO and by settling the accounts for the services provided by the implementing NGO upto that date.

7.3 Any financial irregularities identified in an audit check may result in the immediate termination of this agreement by the Government. In this event, unspent funds from this agreement must be returned by the implementing NGO to the Government.

7.4 In the event of the implementing NGO, failing to fulfill its obligation under the agreement, the Government may forfeit the bank guarantee provided by the implementing NGO.

8. LOCATION OF SERVICES

Implementing NGO shall maintain a project office near or in the project area, with prior consent of the Supervising Institute.

9. CONFIDENTIALITY

Implementing NGO shall be bound by obligations of confidentiality and will not at any time, without the consent of the Government divulge or make public any information regarding the affairs of the Programme or administration.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on-----the day and year herein above written.

NAME.....
DESIGNATION WITH SEAL.....

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA
(SUPERVISING INSTITUTE)

NAME.....
DESIGNATION WITH SEAL.....

FOR AND ON BEHALF OFSOCIETY
(IMPLEMENTING NGO)

WITNESS: 1.....

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2.....

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