



पश्चिम बंगाल WEST BENGAL

AA 469592

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

AND

INSTITUTE MANAGEMENT COMMITTEE (IMC) OF  
TOLLYGUNGE GOVERNMENT INDUSTRIAL TRAINING INSTITUTE, KOLKATA

1. This Memorandum of Understanding (MoU) is entered on this  
..... 31st ..... day of ..... October ..... , 2018 at Kolkata.

BETWEEN

Garden Reach Shipbuilders and Engineers Ltd. (GRSE) (hereinafter referred to as FIRST PARTY) having its Registered Office at 43/46, Garden Reach Road, Kolkata- 700024, represented through its authorized signatory Shri Abhaya Kumar Mahapatro, General Manager (Human Resource & Administration) (which expression shall unless repugnant to the context include its successors and permitted assigns) of the FIRST PARTY.

Abhaya Kumar Mahapatro

Satish Sinha

**AND**

Institute Management Committee (IMC) of Tollygunge Government Industrial Training Institute (A State Government owned Industrial Training Institute), Tollygunge (hereinafter referred to as SECOND PARTY), located at 24, Chandi Ghosh Road, Kolkata – 700040, represented through its authorized signatory Shri Saibal Sengupta, Deputy Director of Industrial Training, Government of West Bengal and In-charge of Tollygunge Government ITI and Member Secretary of IMC-ITI Tollygunge (which expression shall unless repugnant to the context include its successors and permitted assigns) of the SECOND PARTY.

2. GRSE Ltd., a reputed Central Public Sector Enterprise functioning under the administrative control of Ministry of Defence, Govt. of India is engaged in the business of manufacturing a wide range of high-tech modern warships and other vessels for the Indian Navy and the Indian Coast Guard and general engineering activities like construction of portable steel bridges, deck machinery, diesel engine etc.

3. The Tollygunge Government Industrial Training Institute is functioning under the aegis of Directorate of Industrial Training, Technical Education, Training & Skill Development Department, Government of West Bengal and affiliated to National Council for Vocational Training (NCVT), Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship, Govt. of India. The institute is involved in imparting high quality training on professional skills since 1957 and offers technical courses in various trades as per the unique curriculum of Craftsmen Training Scheme (CTS). All actions of IMC in respect of this MoU is binding on Tollygunge Govt. ITI.

4. **BACKGROUND**

GRSE as a Corporate Citizen is committed to take up different developmental projects, as a part of its Corporate Social Responsibility agenda for improving the quality of lives of the underprivileged sections of the society and other stakeholders primarily around its Factories and anywhere in India thereby making a meaningful difference in people's lives. Facilitating vocational training for improving employability and entrepreneurship opportunities for the youth and to bridge the skill-gap, is an integral part of GRSE's CSR initiative.

In view of the Strategic Partnership on Skill Development between the Ministry of Defence and Ministry of Skill Development and Entrepreneurship wherein setting up of an Centre of Excellence (CoE) at Industrial Training Institute is one of the Action Points, GRSE had signed a Memorandum of Understanding (MoU) on 02 January 2017 with Institute Management Committee of Tollygunge Government Industrial Training Institute to set up a Centre of Excellence in Welder trade at the campus of ITI Tollygunge. During 2016-17 and 2017-18, GRSE has facilitated in setting up of the Centre of Excellence (CoE) with state-of-the-art welding equipments and infrastructure and organizing various students' development programmes and faculty upskilling programme. In order to improve the skill development initiatives as a part of GRSE's CSR initiative towards development of the CoE in Welding, both the PARTIES have agreed to enter into this Memorandum of Understanding (MoU) on the following terms and conditions.

*Saibal Sengupta*

b) Guest Lectures: GRSE will provide support towards organizing Guest Lectures for the ITI students. The Guest Lectures may be on latest development in the related subject, industrial application, development of soft skills, motivation, personality development etc. which are to be imparted by external domain experts / trainers. This will help the students in developing their knowledge beyond the subject curriculum and will also assist them in their placement after completion of the course.

c) Advanced Training for the Trainers: GRSE will support upskilling initiatives for instructors and faculty through advanced training by reputed training institutes within India. These training to be arranged by IMC of Tollygunge Govt. ITI.

d) Awards to meritorious students: In order to recognize & reward the students who have excelled in the All India Trade Test (AITT) exam conducted by NCVT and also to motivate other students, meritorious students of Welder trade will be conferred awards based on the results of the AITT examination conducted by NCVT. This award ceremony is to be organized by IMC of Tollygunge Govt. ITI.

e) Sponsorship for participation in Workskills Competition: To motivate the students and provide them an opportunity to showcase their skills, high performing students of Tollygunge Govt. ITI will be selected and sponsored for participation in skill competition which are organized by Govt. / renowned organization recognized by Government. Selection of such students will be done by the In-charge of the Institute.

(iii) GRSE shall be entitled to seek any information whatsoever from IMC of Tollygunge Govt. ITI with respect to utilization and functioning of equipment / machinery / teaching aids etc. funded by GRSE. Any such information sought by GRSE shall be provided by the Member Secretary of IMC of Tollygunge Govt. ITI or other authorized personnel in a time bound manner.

(iv) GRSE may carry out impact assessment of the project upon its completion in order to assess the efficacy of the project and requirement to continue the project in future.

(v) GRSE does not in any manner warrant or otherwise imply that there shall exist any possibility of employment in GRSE of those student(s) who have successfully completed training by using equipment / infrastructure provided by GRSE under this MoU.

9. **ROLE, RIGHTS AND RESPONSIBILITY OF IMC OF TOLLYGUNGE GOVERNMENT INDUSTRIAL TRAINING INSTITUTE (SECOND PARTY)**

(i) IMC of Tollygunge Govt. ITI shall finalize the Statement of Technical Requirement (SOTR) for procurement of machines / equipment / teaching aids

etc. towards upgradation of training facilities as finalized between GRSE and IMC of Tollygunge Govt. ITI.

(ii) IMC of Tollygunge Govt. ITI will provide adequate space within the existing classrooms / workshop in its campus for setting up machine / equipment / teaching aids funded by GRSE.

(iii) IMC of Tollygunge Govt. ITI will be responsible for implementing all developmental activities including taking all necessary steps towards upgradation of training facility and any other activity on mutually agreed areas of cooperation.

(iv) IMC of Tollygunge Govt. ITI shall nominate requisite number of faculty members / technical staff / instructors as members of the Committee constituted for Technical Evaluation of the bids / offers received from vendors / suppliers for procurement of equipments / machines / teaching aids etc. in connection with upgradation of classrooms / workshops or other facilities.

(v) IMC of Tollygunge Govt. ITI will be responsible for complete installation and commissioning of the machines / equipment/ teaching aids supplied to Tollygunge Govt. ITI under the scope of this MoU.

(vi) IMC of Tollygunge Govt. ITI will be responsible for routine preventive and breakdown maintenance and will arrange funds from their own resources for operation, upkeep and maintenance of the machine / equipment / training aids procured through funding by GRSE. IMC of Tollygunge Govt. ITI shall also ensure that the machine / equipment / training aids procured through funding by GRSE are not misused.

(vii) IMC of Tollygunge Govt. ITI shall keep record of students undergoing training at CoE to facilitate any impact assessment study conducted through any other agency in future by providing necessary data, records etc. and render assistance for the impact assessment study.

(viii) IMC of Tollygunge Govt. ITI shall provide placement data of passed out trainees from Tollygunge Govt. ITI. In this regard, IMC of Tollygunge Govt. ITI shall maintain placement data and update the same periodically. The following information may be included in the placement data:

- a) Sanctioned Batch size
- b) No. of students enrolled
- c) No. of pass out students
- d) No. of students got employment (with employment details such as Company's name, designation, emoluments etc.)
- e) No. of students self-employed
- f) No. of students selected for Apprenticeship training (with details such as Establishment Name, Trade, period of training etc.)
- g) No. of students pursuing higher technical education (like Diploma etc.)

*Satish SenGupta*

(ix) The machine / equipment / training aids received by IMC of Tollygunge Govt. ITI from GRSE are to be entered in the stock register of Tollygunge Govt. ITI. Notwithstanding expiry / termination of this MoU, such machines / equipment / items provided by GRSE shall remain property of the Tollygunge Govt. ITI.

(x) Tollygunge Govt. ITI will not use any information or data made available to them by GRSE for any purpose what so ever other than for performing its obligations under this MoU.

(xi) Tollygunge Govt. ITI will be responsible for proper operation & maintenance and ensuring safe working practices by the students / staff / instructor etc. of the machines / equipment / items funded by GRSE.

(xii) Tollygunge Govt. ITI shall not hold GRSE responsible for any injury or death caused to any staff or student of the institute while undergoing training or while handling any of the machines / equipment / items / facilities funded by GRSE.

(xiii) IMC of Tollygunge Govt. ITI agrees to display the plaque / signage of GRSE indicating the name of GRSE with Logo only in such a place inside or outside the classrooms / workshop area where it is visible to all. Appropriate lighting arrangement for visibility of the plaque displayed outside in dark to be made available by IMC of Tollygunge Govt. ITI. Such plaque and displays will remain property of GRSE at all times and shall be returned by IMC of Tollygunge Govt. ITI to GRSE in the event of premature / expiry / termination of this MoU.

(xiv) IMC of Tollygunge Govt. ITI shall in no way whatsoever use the name or trademark or logo of GRSE in any of its advertisements, building(s), prospectus or application without prior written approval of GRSE.


(xv) IMC of Tollygunge Govt. ITI shall provide faculty and instructors at their own cost for utilizing machines / equipment / items funded by GRSE for imparting practical and theoretical training to the students at the ITI.

10. **PROCUREMENT PROCESS**

(a) IMC of Tollygunge Govt. ITI, shall prepare the list of machines / equipment / teaching aids necessary for job-oriented skill development of the trainees and requirement as per relevant NCVT (CTS) course curriculum for CoE in Welding trade and seek GRSE's concurrence prior to initiation of procurement action

(b) GRSE shall provide funding (to the extent of its permissible budget in respect of this MoU and availability of fund) for procurement of machines / equipment / teaching aids and infrastructure development as decided after mutual consultation between GRSE and IMC of Tollygunge Govt. ITI.

(c) IMC of Tollygunge Govt. ITI shall undertake the procurement action for the identified machine / equipment / teaching aid / infrastructure upgradation (civil /



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electrical jobs etc.) following the laid down IMC / Govt. rules, guidelines, instructions, purchase procedure in this regard. IMC of Tollygunge Govt. ITI shall ensure transparency and adherence of all the norms applicable for such procurement. Further IMC of Tollygunge Govt. ITI shall indemnify GRSE from all risks and litigations, if any, arising out of the procurement of identified machine / equipment / teaching aid / infrastructure upgradation (civil / electrical jobs etc.).

(d) IMC of Tollygunge Govt. ITI shall undertake necessary action for organizing various students' and faculty development programmes. Proposals with details and expected expenditure are to be forwarded by IMC of Tollygunge Govt. ITI in this regard for seeking GRSE's concurrence prior to organizing such programmes.

11. **PAYMENT TERMS**

(a) On completion of the installation and commissioning of the facilities / machineries/ equipment etc., IMC of Tollygunge Govt. ITI shall furnish certified copy of supplier's invoice / delivery challan as the case may be, a certificate from Member Secretary on adherence of all applicable procurement norms and compliance of applicable MoU provisions, installation and / or commissioning certificate and thereafter seek payment from GRSE towards procurement of machinery / equipment etc.

(b) On completion of students' / faculty development programmes, IMC of Tollygunge Govt. ITI shall furnish certified copy of supplier's / service provider's invoice / delivery challan as the case may be, a certificate from Member Secretary confirming the conduct of the programme with feedback and thereafter seek payment from GRSE towards reimbursement of the expenditure incurred by IMC of Tollygunge Govt. ITI for organizing the programme.

(c) Payment will be released by GRSE through NEFT / RTGS directly to the accounts of IMC of Tollygunge Govt. ITI on receipt of the documents as stated above. GRSE will release the payment within 30 days from the date of receipt of the invoice by GRSE along with all necessary supporting documents.

12. **OTHER TERMS AND CONDITIONS**

(i) This MoU is valid for a period of 02 (two) years commencing from date of signature and same can be renewed further on mutual consent of the PARTIES subject to the success of the project and any extension / renewal shall be in writing and signed by the parties. This MoU may be terminated by either PARTY, without assigning any reason, by giving the other PARTY 60 days (sixty days) prior written notice and no financial obligation shall accrue to any of the two parties arising out of such termination except for the obligations against performance completed till the date prior to termination.

(ii) Nothing stated in above clauses shall be applicable in the following circumstances and termination shall be with immediate effect and there shall be

*Sibidul Shukla*

no claims or litigation in this regard:

- (a) Order of any Court of Law or Appropriate Authorities prohibiting the programs like or similar to this skill development initiative.
- (b) If any of the PARTIES are declared bankrupt or insolvent by the Court of Law.
- (c) For any specific violation of any terms or clauses of the MoU.
- (iii) Neither PARTY shall be deemed to have defaulted on its obligations under this MoU nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.

13. **EXCLUSIVITY**

Both PARTIES hereby agree that this MoU is not exclusive and that both PARTIES shall have the right and the discretion to enter into similar agreements and arrangements with other institutes / companies.

14. **INDEMNITY**

The PARTIES hereby agree and undertake to save, indemnify and hold harmless each other, their directors, officers, employees and agents from and against any and all claims, causes of action, liabilities and consequences (including, without limitation, attorneys fees) which arise directly or indirectly from any breach of this MoU or any negligent or willful act, omission or misconduct, misrepresentation, cheating by the defaulting party or any of its personnel or agents. For the sake of clarity, the foregoing indemnity provisions shall also be applicable to any loss, damages or claims arising from (a) violation of applicable laws and (b) breach of confidentiality and IPR obligations.

15. **ENTIRE AGREEMENT**

This MoU constitutes the entire understanding between the PARTIES and may not be modified or amended, except as mutually agreed in writing and signed by both the PARTIES. This Agreement supersedes any other prior arrangement or agreement hitherto before made by the PARTIES with respect to the subject matter hereof.

16. **LEGAL STATUS OF THE PARTIES**

This MoU shall not be construed as a partnership or Joint Venture between the PARTIES hereto and neither PARTY shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

17. **CONFIDENTIALITY**

Neither PARTY shall disclose any information or course material nor make public the documents, material, equipment, technical diagram etc. that other PARTY may provide for the training course.

*Daibal Senlump*

18. **NOTICE**

(i) Any notice or other communications required or permitted to be given under this MoU shall be in writing and delivered by hand or sent through registered post, postage prepaid acknowledgment duly addressed to the respective PARTIES on the addresses mentioned below:

<u>If to GRSE:</u>	<u>If to IMC of Tollygunge Govt. ITI:</u>
General Manager (HR&A) H.R. Department (Main Unit) G.R.S.E. Ltd. 43/46 Garden Reach Road, Kolkata – 700024	Deputy Director of Industrial Training, WB (In-charge of Tollygunge Govt. ITI) & e.o. Member Secretary (IMC of Tollygunge Govt. ITI) 24, Chandi Ghosh Road, Kolkata – 700040

(ii) However, regular official communication shall be through electronic communication mode like email, fax etc.

19. **ARBITRATION**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

v) In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.

vi) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

*Saibal SenGupta*

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700024.


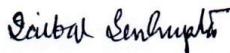
viii) The language of the proceeding shall be in English.

20. **JURISDICTION**

The appropriate Court(s) at Kolkata shall have exclusive jurisdiction over all disputes arising out of this MoU, if required to be referred to a Court of Law. This MoU shall be governed under the laws of India.

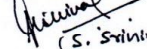
21. **SIGNATURES**

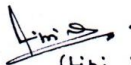
In witness whereof, the PARTIES to this agreement through their duly authorized representatives have executed this agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this agreement as set forth herein.

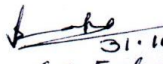
For and on behalf of Garden Reach Shipbuilders and Engineers Ltd. (GRSE)	For and on behalf of Institute Management Committee of Tollygunge Government Industrial Training Institute
 Name : <b>Shri A.K. Mahapatro</b> Designation : General Manager (HR&A), ए. के. GRSE / A. K. Mahapatro महा प्रबंधक (मानव संसाधन) / General Manager (HR&A) गार्डन रीच शिपबिल्डर्स एंड इंजीनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Ltd. 43/46, गार्डन रीच रोड / 43/46, Garden Reach Road कोलकाता / Kolkata-700 024 Date : 31st Oct. 18	 Name : <b>Shri Saibal Sengupta</b> Designation : Dy. Director of Industrial Training, WB (In-charge of Tollygunge Govt. ITI) & e.o. Member Secretary (IMC of Tollygunge Govt. ITI) Date : 31st October, 2018


Member Secretary  
Institute Management Committee  
ITI, Tollygunge, Kolkata

Witnesses:

1.   
(S. Srinivas)

2.   
(Lipi Das)

1.   
31.10.18  
(Satyabrata Saha)

2.   
21/10/18  
(Mr. Gouram Bera)