

Assistance for Short Term Bridge Courses (Gujarat Industrial Policy-2009)

Guidelines:

1 Name of the Scheme

Scheme of financial assistance for running short-term bridge courses under Public Private Partnership

2 G. R. No

Government of Gujarat, Industries & Mine Department, Resolution No. CED-112007/ 2081(1)/I, dtd. 27th February 2009.

3 Operative Period: From dtd. 27/02/2009, to till further orders.

4 Objectives of the Scheme:

- To bridge the gap between available manpower and industry requirement for skilled manpower.
- To provide platform for conducting need based specific training courses for a definite period.

5 Who is eligible to get the benefit?

- Any industrial house/ Industries Association / Institutes (referred to as "Industry Partner").

6 Implementation Models

The industry partner can start conducting need based specific training courses for a definite period in the existing ITIs/ Polytechnics/ Engineering colleges (referred to as "Host Institutes") with following two options:

Option I

The Industry Partner could run one or more courses from the existing courses, with addition of certain subjects addressing their specific requirements. Such modules could also be offered to students of non-ITI / Polytechnics / Engineering colleges.

Option II

The Industry Partner could start new course(s) as per their specific requirements in the existing ITIs/ Polytechnics/ Engineering colleges, which could be offered to existing students of respective colleges and to the apprentice and external trainees, etc.

7 Implementation Process

- Directorate of Employment & Training (DET) or Directorate of Technical Education (DTE), Industry Partner and Industries Commissionerate will have Institutional Management Committee (IMC) to run the courses.

- In the case of existing Institutional Management Committee (IMC) for a particular institute(s), the same IMC shall undertake the functions specified as per this Scheme.

8 Assistance available:

- For running courses at existing ITIs / Polytechnics/ Engineering colleges, the host institute will offer the basic infrastructure facilities i.e. land & building.
- The cost of machinery & equipment of up to 75%, limited up to Rs. 100 lakhs, will be contributed by Directorate of Technical Education (DTE) and/or Directorate of Employment & Training (DET) and/or Industries Commissionerate.

9 Role of Industry Partner

- Raise minimum 25% requirement of the cost of machinery & equipment and required funds if any for upgradation of infrastructure facilities.
- Sponsor trainees for a minimum of 25% intake capacity.
- Train the faculty of the host institution for smooth conduct of the course.
- Extend technical support initially, if required, by sponsoring experts from the industries for teaching purposes, until necessary capacity is built within the institute.
- Nominate members on the Advisory Committee of the IMC.
- Impart practical/on the job training to the trainees.

10 Application Form

As per Annexure - 1

Tri-partite Memorandum of Understanding as per the draft specified in Annexure - 2

11 Check List

Sr. No.	Particulars	Remarks
1.	Application in the prescribed format	
2.	Registration detail of the applicant Organization	
3.	Copy of latest annual report/ audited financial statements	
4.	Detailed Project Report	
5.	Letter of Interest/ Consent from the Host Institute	
6.	Tri-partite Memorandum of Understanding as per the draft specified in Annexure - 2	
7.	Details of Govt. dues and outstandings	
8.	Details of court cases	
9.	Necessary documents signed by the authorized signatory	

12 Procedure for sanction

1. All the applications for assistance under the schemes will be received by CED for onward submission to the Screening Committee.

2. The Screening Committee will screen and appraise the proposals received by CED and will submit its recommendations to the State Level Approval Committee (SLAC).
3. The State Level Approval Committee, from time to time, will decide and approve the scope and need for new courses as per the need of Industries.

13 Procedure for disbursement

Disbursement of the amount as per the decision of the SLAC, within 15 days after receipt of claim by the applicant and subject to the availability of the fund.

14 Contact officer for further details /query

Designation: Director, Center for Entrepreneurship Development

Address: Block No. 1, 9th Floor, Udyog Bhavan, Sector 11, Gandhinagar - 382 016.

Phone: 079-23256671, 079-23243847

E-mail: dir-ced@gujarat.gov.in, cor-ced@gujarat.gov.in

**Annexure - 1: Application Form
(Gujarat Industrial Policy-2009)**

1.	Name and address of the Industrial House/ Industries Association / Institutes	
2.	Type of Entity	Whether a Company, Society, Trust, Partnership Firm or any other
3.	Contact details of Contact Person: Address: Telephone: Mobile: Fax: Email:	
4.	Nature of Business/ Activity	
5.	Financial Information (Turnover, profit, assets and networth)	
6.	Name and address of the Host Institute	
7.	Nature of Course(s) to be conducted	
8.	Need for conducting the Course(s)	
9.	Introduction/Preamble/background of the proposal.	
10.	Proposal for skill/ knowledge upgradation of the faculty/ trainer/ existing employees/ new entrants	
11.	Cost of Machinery & Equipments (Rs. Lakhs)	
12.	Means of finance	(Rs. Lakhs)
	Industry Partner's Contribution:	
	Govt. Support:	
	Others:	
	TOTAL:	
13.	Commitments of the Industry Partner	Commitments, such as: <ul style="list-style-type: none"> ▪ Funding ▪ Managerial ▪ Physical/ academic

		<ul style="list-style-type: none"> ▪ Trainee Sponsorship ▪ Training facilities ▪ Other Support
14.	Proposed contribution in terms of providing industrial experts for training 'hands on' training to trainers, revenue generation activities for development of Institute, etc.	
15.	How the Institution will benefit from your partnership?	
16.	Benefit that you envisage through the partnership:	
17.	Project report, covering: <ol style="list-style-type: none"> 1. Proposed facilities & equipments 2. Commitment of the Industry Partner 3. Govt. support envisaged 4. Industry linkages 5. Any innovative training course(s) or implementation approach 6. Road map for implementation 	
18.	Yearly projection of number of trainees	
19.	Whether any Government dues are outstanding or not? If Yes Give details thereof	
20.	Whether any court case? If Yes Give details thereof	
21.	Any financial transactions / expenditure statements submitted by the organization must be signed by the authorized signatory of the organization and certified by the statutory auditor/ chartered accountant.	
22.	Any Other information if any	

Date:

Signature of Authorized Signatory

Place:

Seal of the institute

Annexure – 2: Draft Memorandum of Understanding (Gujarat Industrial Policy-2009)

This tripartite Memorandum of Understanding (MoU) is signed on this ____ day of _____, 200_ at Gandhinagar.

BETWEEN

Industries Commissioner, Government of Gujarat, Block No. 1, 2nd Floor, Udyog Bhavan, Sector 11, Gandhinagar - 382 017 (hereinafter referred to as “**Industries Commissionerate**”).

AND

Directorate of Employment and Training (DET), Block No.1, 3rd Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar - 382 010 / Directorate of Technical Education (DTE), Block No. 2, 2nd Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar - 382 010 (hereinafter referred to as “**Institute Partner**”).

AND

_____, a company/ industry association/ Institute duly incorporated under the Companies Act, 1956/ Gujarat Co-operative Societies Act/ Trust Act, having its registered office at _____(hereinafter referred to as “**Industry Partner**”).

WHEREAS:

- A. On account of several initiatives and programs undertaken by Government of Gujarat, there has been a massive flow of investment in the recent time in industrial and infrastructure projects in Gujarat. In order to support this investment, large pool of skilled manpower at different levels will be required in the coming years.
- B. Government of Gujarat therefore, proposes to associate the Industry Partner in imparting necessary skills specific to the requirements of industries by introduction of new/ short term bridge courses at the existing institute(s) at Industrial Training Institute/ Polytechnic College/ Engineering College through a Public-Private Partnership (PPP) model.
- C. (____ (Company) is mainly engaged in manufacturing of _____)/ (Industry Association servicing of _____)/ (____ (Name of Institute) is providing training in _____/ running specialized courses of _____/) and is keen on being associated with the above-mentioned model.
- D. All the parties herein being desirous of taking up a PPP project have decided to enter into this present MoU on a non-exclusive basis.
- E. This Memorandum of Understanding is signed in order to introduce a new course or such other courses, the content, composition, venue of which is to be decided by the Institutional Management Committee (IMC) proposed to be constituted for the purpose through the PPP model.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The DET or DTE, Industry/ Industry Association/ Institute and Industries Commissionerate will have Institutional Management Committee (IMC) to run the courses.
2. The IMC will carry out following functions:
 - (a) Form an Advisory Committee comprising representatives of the Industries/ Industries Association, Government and Institutes including sector experts and shall hold its meeting atleast twice in a year.
 - (b) Decide on the requirements of equipment and training facilities and procure the assets.
 - (c) Decide and finalize the course content.
 - (d) Determine the fee structure for the course.
 - (e) Receive grants/donations
 - (f) Maintain separate accounts for receipts and expenditure.
 - (g) Appoint the Course Coordinator.
 - (h) Select external and internal faculties and decide their remuneration.
 - (i) Brand and promote the objectives of the Center as deemed fit.
3. The Institute Partner through Directorate of Technical Education (in the case of Engineering Colleges/ Polytechnics)/ Directorate of Employment & Training (in the case of ITIs) will:
 - (a) Provide premises with space as necessary to run the course at the Host Institute.
 - (b) Provide necessary accreditations to the course on fulfillment of requisite criteria
 - (c) Conduct examinations on completion of course
 - (d) Integrate bridge courses as modules in regular training programs in due course of time
 - (e) Provide certification on successful completion of the course
 - (f) Nominate members to the Advisory Committee and IMC
4. The _____ (Name of Industry Partner) will:
 - (a) Raise minimum 25% requirement of the cost of machinery & equipment and required funds if any for upgradation of infrastructure facilities.
 - (b) Sponsor trainees for a minimum of 25% intake capacity.
 - (c) Train the faculty of the host institution for smooth conduct of the course.

- (d) Extend technical support initially, if required, by sponsoring experts from the industries for teaching purposes, until necessary capacity is built within the institute.
 - (e) Nominate members on the Advisory Committee of the IMC.
 - (f) Impart practical/on the job training to the trainees.
5. Industries Commissionerate will:
- (a) Provide upto 75% (i.e. maximum of Rs. 100 lakhs) of the capital cost required for plant & equipments at existing institutes for introduction of new course as a one-time grant to the IMC.
 - (b) Nominate members on the Advisory Committee of the IMC.
6. All the parties agree to enter into this MoU on a non-exclusive basis.
7. The parties hereto agree to enter into this MoU on a principle-to-principle basis and none of the parties shall do or cause to be done anything derogatory to the reputation of the other.
8. During the term of the MoU and thereafter for a reasonable period, all the parties hereto undertake on behalf of their respective subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged/ generated pertaining to work/ activity under this MoU for any purpose other than that specified in this MoU.
9. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MoU due to work/ activity under this MoU for any purpose other than in accordance with this MoU.
10. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.
11. Time shall be the essence of this MoU and shall be effective from this date of signing of this presents for a period of 60 days within which the parties herein shall enter into a formal Agreement with regard to formation and functioning of the proposed IMC and Advisory Committee that it forms. The said IMC shall be formed within 6 months from _____, i.e. date of signing of this MoU, failing which this present MoU and the aforesaid Agreement, if at all entered into, shall both become in fructuous.

12. During the tenure of the agreement, parties hereto may terminate the agreement either for breach of the terms and conditions of the agreement or otherwise by giving a 3 (three) months notice in writing to the defaulting party within which period all financial reconciliation are to be completed by and among the parties. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties, the IMC shall immediately restrain itself from further induction of any new batch of students and/ or individual students.

Upon serving of notice of termination, none of the parties herein shall be under any obligation to meet with any further expenses of the proposed IMC apart from the ones required for the smooth course completion of the existing batch.

13. Initially the IMC shall be formed for a period of 3 years and the parties herein, upon mutual agreement, may extend the said period from time to time.
14. All notices and other communications required to be served on each of the parties under the terms of this MoU, shall be considered to be duly served if the same shall have been delivered to by hand and properly acknowledged by the respective part/ parties, posted by registered mail or sent by any accredited Courier Service to the respective part/ parties at its last known/ officially disclosed address of business.
15. No amendments or modification of this MoU shall be valid unless the same is made in writing by all the parties herein or through their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/ changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.
16. Except as hereinbefore provided, any dispute arising out of this MoU, the same shall be referred to the arbitration of 2 (two) arbitrators, 1 (one) to be appointed by each party to the dispute and in case of difference of opinion between them to an umpire appointed by the said 2 (two) before entering on the reference and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on all the parties. The venue of arbitration shall be at Ahmedabad under the Indian Arbitration & Conciliation Act, 1996.

This Memorandum of Understanding provides the Industry-Institute Consortium to proceed for introduction of new course/ short term bridge course to fulfill the objective of making available the skilled manpower in the State.

**For and on behalf of Director of
Technical Education/ Director of
Employment and Manpower Training**

**For and on behalf of _____
(Company/ Industry Association)**

(Authorized Signatory)

(Authorized Signatory)

**For and on behalf of Industries
Commissioner**

(Authorized Signatory)

Date:

Place: Gandhinagar