

Last date: 23-08-2017
Time: 15:00 Hrs

**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION
TECHNOLOGY**

Chennai Centre

25, ISTE Complex, Gandhi Mandapam Road
Opp. to Anna centenary library
Chennai- 600025.

Ph: 044- 24421445 / 24421446

Email: chennai@nielit.gov.in

**EXPRESION OF INTERESET
EOI DOCUMENT**

EOI Enquiry no: NIELITCHE/ XII/7(iv)/10/B/EoI-227



www.nielit.gov.in/chennai

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1. About NIELIT & Chennai Centre

National Institute of Electronics & Information Technology (NIELIT),(erstwhile DOEACC Society), an Autonomous Scientific Society under the administrative control of Department of Electronics & Information Technology (DeitY), Ministry of Electronics and Information Technology(MietY), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavoured to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.

At present, NIELIT has thirty five(35) offices located at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh, Chennai, Chuchuyimlang, Churachandpur, Delhi, Gangtok, Gorakhpur, Guwahati, Imphal, Itanagar, Jammu, Jorhat, Kohima, Kolkata, Kokrajhar, Leh, Lucknow, Lunglei, Pasighat, Patna, Ranchi, Ropar (Rupnagar City Centre), Senapati, Shillong, Shimla, Silchar, Srinagar, Srikakulam, Tezpur, Tura with its Head quarters at New Delhi. It is also well networked throughout India with the presence of about 900 institutes

The basket of activities of NIELIT is further augmented by the wide range of projects that it undertakes. NIELIT has demonstrated its capability and capacity to undertake R&D projects, consultancy services, turnkey projects in office automation, software development, website development etc. NIELIT is also the nodal implementing agency on behalf of DeitY for Data Digitization of the population of 15 assigned States and 2 Union Territories for the creation of National Population Register (NPR) project of Registrar General of India (RGI). NIELIT is also successfully executing the Agriculture Census and Input Survey project under which tabulation of about 10 crore data records have to be done (*For further information you may like to visit www.nielit.gov.in*)

The NIELIT Centre at Chennai is a new centre and being developed as an advanced training and development centre housing state of the art facilities with special emphasis on technologies of IECT viz. VLSI Design, Embedded System, Networking, Information Security, PCB Design and IT Applications such as e-learning / Multimedia animation. This would help the students who are passing out from Engineering Colleges and Science Colleges by providing value addition to their basic qualification for immediate employability. Professionals and teaching faculties can upgrade their knowledge in the emerging areas of IECT. Also the centre would undertake services and development in the field of Information, Electronics and Communications Technology (IECT).

Over the last five years, NIELIT Chennai has acquired very good expertise in IT training, through its wide repertoire of courses, ranging from 'O' Level (Foundation), IT literacy courses such as CCC (Course on Computer Concept), BCC (Basic Computer Course) and other such long term and short term course in the non-formal sector like courses on Information Security, ITes-BPO(Customer Care/Banking), Computer Hardware

Maintenance (CHM-O/A level), ESDM, EPDPT etc, besides, high end courses by NIELIT Chennai at Post-Graduate level (M. Tech) in Electronics Design & Technology, which are not normally offered by Universities/Institutions in the formal sector, in association with the respective state University.

The NIELIT Chennai has following objective

- To provide the best possible educational facilities for training youngsters for their career in emerging specializations.
- To develop educational programmes, organize short-term intensive courses, workshop and seminars on current technological developments.
- To develop strong collaboration with other academic and research institutions in the region
- To provide research & development, consultancy and exchange of personnel, this will promote contacts with and be of service to the industries, government & civic organizations.

2. Invitation for EOI.

- 2.1 NIELIT Chennai Centre invites Expression of Interest (Eoi) from democratic, secular and independent service organization \society registered under the Societies Registration Act, and imparting education and development works for SC/ST jobseekers at Hyderabad to provide infrastructure and mobilize candidates to conduct NIELIT O Level Courses (1 Year Part time) for SC/ST job seekers with stipend. This scheme sponsored by Directorate General of Employment (DGE), New Delhi. The detailed infrastructure requirement is given in Annexure - I
- 2.2 Interested applicants are advised to study the Eoi document carefully. Submission of Eoi shall be deemed to have been done after careful study and examination of the Eoi document with full understanding of its implications.
- 2.3 Interested applicants may download the format and other documents related to Eoi from the website **www.nielit.gov.in/chennai**
- 2.4 Interested applicants should submit EOI cost (non-refundable) along with Eoi Application in the form of **demand draft of Rs 1,000/- (Rupees one thousand only) in-favour of “NIELIT Chennai” payable at Chennai**. Failure to do so will result in rejection of the Eoi. (Institution run by the Government (State & Central) are exempted from the above fee)
- 2.5 The Expression of Interest must be delivered to the below address by **15:00hrs on 23rd August 2017.**

The Director
NIELIT Chennai, 1st Floor,
ISTE Complex, 25, Gandhi Mandapam Road,
Opp. to Anna centenary Library,
Chennai - 600 025.

3. Scope of Work

- 3.1 The applicant would be required to study the objective of the proposed training program and its deliverables. The broad areas of scope of work includes, Mobilization of trainees, registration, providing infrastructure for imparting training. The areas of training, curriculum, duration and related information are given in **Annexure-I**
- 3.2 Depending upon the geographical area of coverage and for the transport convenience of the trainees identified, more than one training institute may be identified and training target shall be split and awarded as per NIELIT decision.
- 3.4 The selected / empanelled organisation shall be considered for providing infrastructure for conducting the training initially for one year which may be extended depending on performance/requirement for the second and subsequent batch, subject to requirement and decision of NIELIT.
- 3.5 The applicant institution is requested to provide the estimated amount per candidate per month as per column number 16 of Annexure – III for NIELIT O Level providing the scope of work mentioned in 3.1, this amount should be inclusive of all taxes. The applicant institution is requested to refer Annexure – I before calculating the estimated fee per candidate which include the services required, Infrastructure, manpower requirement, tax etc.
- 3.6 The institute will be requested to provide tax invoice every month. In view of this, proper Registration with service tax / income tax, etc. is required.
- 3.7 Selected training partner should be apply for NIELIT O Level accreditation and get accreditation within three months from award of work order

4. Criteria for Empanelment.

- 4.1 Interested institutes should submit a letter of expression of interest along with their infrastructure details in the specified format as given in **Annexure II and III for NIELIT O Level course.**
- 4.2 The information provided should be sufficient such that the infrastructure and other requirements are fulfilled as per the requirement to carry out the training.
- 4.3 The selection /empanelment will be in accordance with the criteria set by NIELIT and the based on the evaluation by the committee constituted for the purpose.
- 4.4 The short-listed/ empanelled institution will be communicated and on agreeing the terms shall be invited to enter into an agreement with NIELIT Chennai Centre. As given in **Annexure IV.**
- 4.5 NIELIT Chennai Centre will have the right to reject any or all EOIs, received in response to this invitation without assigning any reason thereof, and its decision in this regard shall be final and binding.
- 4.6 Previous experience of carrying out similar work involving Government/Non-Government programme would be given due weightage.

- 4.7 Preference would be given to institutions which have well connected & easy access to public transport, flexible working hours, and adequate infrastructure including competent faculties in their rolls or associated with experience in similar activities.
- 4.8 Short listed / empanelled institutes are required to enter into an agreement with NIELIT Chennai Centre. The training organisation shall claim the agreed training/ Infrastructure fee on successful completion of training and submission of attendance sheet/ Report on monthly basis. However Payment shall be made only for the months in which trainings are imparted.
- 4.9 If more than one training institute identified as a L1, target may be based on candidate availability/preference to that location.

5. Procedure for Submission of EOI

- 5.1 Download the detailed information along with application format available in our site www.nielit.gov.in/chennai
- 5.2 Covering letter along with information on contact person should be made strictly as per the format given in **Annexure -II**
- 5.3 Provide infrastructure details and other relevant information as per the format provided in **Annexure- III for NIELIT O Level**. Information submitted in other formats and in-complete applications will be rejected.
- 5.4 Attach necessary documentary proof in support of your claim in Annexure – I, II and III

6. GUIDELINES FOR SENDING EOI's

- 6.1 Agency must enclose a covering letter as per the format provided in **Annexure-II** on Agency's Letter Head while sending the application.
- 6.2 The Eols must be sent in sealed cover within the stipulated time. The Eols will be evaluated strictly as per laid down criteria. Therefore, before sending the Eols, the bidder agency must satisfy that they fulfil all the eligibility criteria. The related proof of experience, details of office set-up etc., as asked for, must be enclosed/ detailed out for evaluating the Eols.
- 6.3 The details must be furnished as per formats enclosed in this document and strictly as per serial order.
- 6.4 If the desired documents/proof is not enclosed/not in proper order, the Eol shall be rejected and no clarification/enquiry will be sought/ made.
- 6.5 The last date of receiving the Eols shall be adhered strictly. Eols received after the last date will not be considered and no further action will be taken on such Eols. However, if the last date is declared as holiday, the next working day on which office is opened will be treated as the last date of receiving the Eols. The Eols should be physically received in this office at NIELIT Chennai Centre.

- 6.6 The envelopes should be super scribed is ***“Eol for Empanelment of Training Institutes for NIELIT O Level -Hyderabad”***.
- 6.7 The applicant submitting their Eol would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their Eol, NIELIT shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

7. Validity of Eol Submitted

The Eol submitted by the applicant shall remain valid for a period of 60 days after The closing date (deadline) for submission of Eol. NIELIT with the consent of applicant may solicit to an extension of Eol validity (but without the modification in their Eol).

8. Disclaimer

- 8.1 The information submitted in response to this Eol may be subject to public release (as per RTI norms).
- 8.2 NIELIT reserves the right to accept or reject any or all Eol without incurring any obligation to inform the affected applicant(s) of the reasons. Also reserves the right to cancel the EOI without assigning any reason thereof.
- 8.3 NIELIT empanelment as Training Institute does not create any obligation on the part of NIELIT in terms of providing business or in any other area.
- 8.4 At any time prior to deadline for submission of Eols, NIELIT may, for any reason, modify the Eol document. The amendment document shall be notified through website and such amendments shall be binding on them

Annexure-I Details of Training Programs

A. Project Objective

The objective of this program is to conduct NIELIT 'O' – Level training programs for the SC/ST Job seekers.

B. Faculty Requirement:

Faculty should have minimum qualification as per NIELIT accreditation given below

LEVELS	COMPETENT FACULTY		SUPPORTING FACULTY		RATIO OF FULL TIME TO PART TIME FACULTY	RATIO OF FULL TIME + PART TIME FACULTY TO STUDENTS
	QUALIFICATION	EXPERIENCE	QUALIFICATION	EXPERIENCE		
'O' level	Atleast a B.E/B.TECH (Comp.Sc) or MCA or M.SC(Comp.Sc) or NIELIT 'B' level	Minimum 2 years' experience	Graduate with Diploma in computers	Minimum one-year relevant experience.	Shall be better than 3:1	Shall be better than 1:25

B. Scheduling of Training

Course	Duration			Number of Candidates to be trained	Tentative start date of First Semester	Tentative Start date of Second Semester	Schedule of Training
	Theory	Practical	Total				
NIELIT 'O' LEVEL	240	240	480	100*	28 th Aug 2017	1 st Feb 2018	Daily 3Hrs as per mutually agreed terms

* This is tentative figure of the number of candidate to be trained may be less than 100 for NIELIT O Level. Also this target may be splitted and awarded among the multiple training partners or with NIELIT Accredited Institute under the sole discretion of The Director, NIELIT Chennai.

C. Course material / mode of training

NIELIT Chennai Centre will provide course material for all programs.

D. Course plan

Course	Subjects/Modules
O-Level	<p>Theory: (Each 120 Hrs. Duration, Total : 480 Hrs.)</p> <ol style="list-style-type: none"> 1. IT Tools and Business Systems (M1-R4) (120 Hrs.) 2. Introduction to ICT Resources (M4.3-R4) (120 Hrs.) 3. Programming and Problem Solving through 'C' language (M3-R4) (120 Hrs.) 4. Internet Technology and Web Design (M2-R4) (120 Hrs.) <p>Practical:</p> <ol style="list-style-type: none"> 1. Practical (Based on M1, M2, M3, M4 module syllabus) (PR) (240 Hrs.) <p>Project</p> <ol style="list-style-type: none"> 1. Project (Based on M1, M2, M3, M4 module syllabus) (PJ)

Detailed curriculum/ syllabus available for NIELIT O Level course on request may be downloaded from our website: O-Level <http://www.nielit.gov.in>.

Internal assessment tests shall be conducted periodically on a monthly basis. The final examination shall be conducted by NIELIT

E. Infrastructure required to conduct to conduct NIELIT 'O' Level Course for the batch of 25 Candidates

Minimum of 90 Sq.ft carpet areas with library, reading halls and toilets, drinking water and all basics amenities like power backup, Air-condition in Computer LAB, etc. The institute should provide a class room with minimum of 25 seating capacity and a computer lab with minimum of 25 computers including the following hardware and software.

Hardware Requirement:

Sr. No.	Particulars	
1.	Processor	1 GHz or higher
2.	RAM	2GB or higher
3.	HDD	500 GB or higher
4.	Monitor	SVGA
5.	Mouse	Windows compatible
6.	Keyboard	Standard
7.	NIC	Standard
8.	Optical Drive	Standard
9.	Speaker, Mic, Webcam	Standard
10.	CD/DVD Writer	Standard
11.	Laser printer / Inkjet Printer	Standard
12.	Dot matrix printer	Standard
13.	OHP /LCD Projector	Standard
14.	MODEM, DIAL UP/DSL	Standard
15.	SCANNER	Standard
16.	RJ-45 Connector	Standard
17.	Crimping Tools	Standard
18.	UTP/STP/Coaxial Fiber Optic Cables and their connectors	Standard
19.	8/16 port Hub/Switch	Standard
20.	Wi-H Router	Standard

Software Requirement:

Sr. No.	Particulars	
1.	Operating system	Linux / Windows / 2000/XP/7/8
2.	NOS	Linux / Unix / Windows
3.	SW Packages	Star Office / MS Office, Internet Explorer, Internet Explorer / Web Publishing Tool, JDK / Oracle J Developer2, AUTOCAD/CorelDraw / MS Visio, Microsoft Visual Studio .Net. Oracle / SQL Server. Standard Multimedia
4.	Compilers	C & C++ Compiler
5.	Antivirus package	Standard

Annexure-II

Format for covering letter *(To be submitted on the Letter head of the applicant institution)*
Ref: Eol Notification - NIELITCHE/ XII/1(iv)/10/B/Eol-227

To

The Director
NIELIT Chennai,
ISTE Complex, Opp. to Anna centenary Library,
25, Gandhi Mandapam Road,
Chennai - 600025.

Subject: Eol for Empanelment of Training Institutes for NIELIT O Level

Dear Sir,

1. Having examined the Eol document, we/the undersigned, herewith submit our response to your Eol for Empanelment of Training Institutes under DGE, Government of India. Project being implemented by NIELIT Centre Chennai in full conformity with the said Eol document.
2. We have read the provisions of the Eol document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Eol shall not be given effect to.
3. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
4. We hereby declare that all the information and statements made in this Eol are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understood that NIELIT Centre is not bound to short-list / accept any proposal received in response to this Eol.
6. We understood that Empanelment with NIELIT Centre Chennai does not guarantee that every /any of the applicants shall be invited to bid for, or be awarded a project /assignment.

Our correspondence details / authorised person to deal with regard to this Eol is:

	Information	Details
1.	Name of the Contact Person	
2.	Designation and contact address of the person to whom all references shall be made regarding this Eol	
3.	Telephone , FAX number	
4.	Mobile number of the Contact Person, e-mail.	
5.	Corporate website URL	

We hereby declare that our proposal submitted in response to this Eol is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Signature:
[Authorised person)
Name & Title with seal

Encl: Duly filled Application form with necessary attachement.

Annexure-III

APPLICATION PRFORMA FOR EXPRESSION OF INTEREST FOR CONDUCTION OF NIELIT 'O Level' COURSE		
<i>Sr.No</i>	<i>Details Required</i>	<i>Details</i>
1.	NAME OF THE INSTITUTE[where the training will be imported]	
2.	FULL ADDRESS WITH PHONE/FAX/E.MAIL [Training location address]	
3.	DATE / YEAR OF ESTABLISHMENT	
4.	LEGAL STATUS / REGISTERED UNDER	
5.	AFFILIATION/ACCREDITATION IF ANY[AICTE/DOTE/UGC]	
6.	NATURE OF ACTIVITY	
7.	COURSES OFFERED AT PRESENT	
8.	INFRASTRUCTURE DETAILS	
9.	PROXIMITY / NEAR BY TOWNS , TALUK HQ, DISTRICT HQ	
10.	NO OF COMPUTER LABORATORIES & DEATILS OF INTERNET CONNECTIVITY	
11.	DETAILS OF SIMILAR PROGRAMS CONDUCTED& GOVT. SCHEMES IF ANY	
12	DETAILS OF FACULTIES IN THE AREA OF IT	
13	CONTACT PERSON	
14	DATE FROM WHICH THE PROGRAM CAN BE LAUNCHED.	
15	IS IT POSSIBLE TO CONDUCT THE TRAINING ON HOLIDAYS & EVENINGS?	
16	ESTIMATED CHARGE PER CANDIDATE PER MONTH (INCLUDING ALL TAXES)	<i>Amount : in Figure & Words</i>
Attach additional sheet, if the space is not sufficient and mark as Annexure --- (with Sr. No)		

Attach documentary proof wherever necessary.

17. Details of processing Fee paid

Amount	Bank	DD No	Dated
Rs.1000			

DD Should be drawn from a nationalized bank only

17. Specimen signature of the authorized signatory with Name:

18. DECLARATION:

- (i) I, _____ son of _____ have read and understood the RULES / GUIDELINES for Conduction of NIELIT O Level course for SC/ST Jobseekers and agree to abide by the same.
- (ii) I certify that I am the competent authority, by virtue of the administrative and financial powers vested in me by _____ to furnish the above information and to undertake the above stated commitment on behalf of my /our institution.
- (iii) I am aware that in case any information given by me is false or misleading, the Institute would be debarred from the conduction of training programs and / or debarred besides being subjected to any other action that may be deemed fit by NIELIT Chennai.
- (iv) I agree to abide by the decisions of the NIELIT Chennai or its designated agencies in respect of my application for permission to conduct NIELIT O level course for SC/ST Job seekers under the above scheme.

Signature :

Name :

Designation :

Seal of the organisation:

LIST OF ENCLOSURE:

SR NO	ANNEXURE NO	CONTENT

Annexure- IV

MEMORANDUM OF UNDERSTANDING/AGREEMENT [DRAFT]

This memorandum of Understanding made this xxth day xxx month of 2017 between **National Institute of Electronics & Information Technology, Chennai Centre** (a unit of **NIELIT, New Delhi**) which is an autonomous scientific society of Department of Electronics and Information Technology, Ministry of Electronics & Information Technology, Government of India), ISTE Complex, No.25, Gandhi Mandapam Road, Chennai- 600 025. Hereinafter referred to as the party of **FIRST PART** (which terms and expression shall mean and include its successors and assignees) represented by its Director In-Charge on **ONE PART**.

And

Office : **XXXXXXXXXXXXXXXXX**
Address
Address

Represented by : **XXXXXXXXXXXXXXXXX**
Address
Address

Herein after referred to as the party of the **SECOND PART** (which terms and expression shall mean and include its successors and assignees) on **OTHER PART**.

WEHEREAS the party of the FIRST PART is engaged in the training of Computer Software, Hardware, and conduction and/or imparting and promoting the use of Computer education or providing technical services relating to Computers and for providing training through implementation of the Scheme for imparting NIELITO Level computer training to SC/ST Job Seekers through NIELIT CHENNAI Centres.

WHEREAS the Director General of Employment hence forth referred as DGE through its communication No.DGE-V-11011/18/2016-EE-III(S)pt. I dated 26-04-2017, communicated to the party of the first part through the Joint Director(Sys) , NIELIT HQ, New Delhi, the approval of organizing training at 21 locations in the country.

WHEREAS the party of the FIRST PART has agreed to the party of the SECOND PART to mobilize candidates and provide infrastructure to conduct the training on behalf of the party of the FIRST PART on such terms and conditions as mutually agreed between the parties.

NOW IT IS HERE BY AGREED UPON BETWEEN THE PARTIES AS FOLLOWS:

1. The party of the **SECOND PART** shall provide infrastructure to conduct NIELIT O-Level course for SC/ST jobseeker candidate in batches, provided under **FIRST PART** exclusive supervision.
2. The location for conducting these exclusive training batches shall be known as
M/s. XXXXXXX
Address
(Name of the training centre of the party of the **SECOND PART**)
3. **The party of the SECOND PART** shall bear all the expenditure relating to establishment of required infrastructure to conduct this training program
4. The training program shall be conducted as per the syllabus of the course and its schedule provide by **party of the FIRST PART** .However the **party of the SECOND PART** may suggest schedule changes , which may be considered by the **party of the FIRST PART** based on the convenience of beneficiary candidates.
5. **The party of the SECOND PART** shall provide the required training infrastructure including equipment, furniture,faculty, library, toilet, air-condition, UPS, Diesel Generator set, drinking water, projector, and other teaching aids etc. in accordance with standards, norms and suggestion of NIELIT. Infrastructure of **the party of SECOND PART** will be open to inspection and screening initially and periodically by the party of the **FIRST PART** and DGT as and when required.
6. The party of the **SECOND PART** shall provide furnished class rooms of sufficient size and computers in 1:1 ratio of candidates to computer for each batch of 25 candidates.
7. The party of the **SECOND PART** shall appoint authorized staff to co-ordinate with the party of **FIRST PART**, and shall act as a nodal co-coordinator of the **SECOND PART**. The party of the **FIRST PART** also appoints a co-ordinator for interacting with the **SECOND PART**.
8. The party of the **FIRST PART** be entitled to evaluate the performance and standard facilities provided by the party of **SECOND PART** from time to time and shall also have the right to demand correction / up gradation, if any degradation of standard of norms, prescribed, are noticed during such evaluation. This evaluation may be carried out by DGE representatives / NIELIT authorized representative(s) / person(s)
9. NIELIT shall award the certificate to all candidates, who shall successfully complete the course and qualify the examination.
10. The party of the **SECOND PART** shall provide sufficient practical time
11. All operational expenses shall be borne by the party of the **SECOND PART**.
12. The party of the **SECOND PART** has agreed to ensure that admission of students to the program is done by the concerned Sub Regional Employment Officer of National carrier Service centre for SC/ST as Instructed by DGE including following parameters.
 - a. Qualification: 10+2 pass or ITI (one year after 10 pass), Diploma, Graduation, Post – graduation or Doctorate. However, the candidate should make certain that he/she has sufficient prior knowledge to undertake this course
 - b. Age Limit: Between 18 to 30 Years.
13. If the party of **SECOND PART** fails to obey/ follow/ implement the instructions/ orders of the party of **FIRST PART/ NIELIT Delhi HQ, National Carrier Service Centre for SC/ST of DGE**, from time to time, regarding the conduction and maintaining the quality of this SC/ST jobseekers program on NIELIT O Level, the party of the **FIRST PART** have all the rights to forfeit the professional charges payable to party of **SECOND PART** and work order of the party of **SECOND PART** shall be cancelled.

14. The party of SECOND PART shall regularly submit the claims for reimbursement of infrastructure charges to NIELIT CHENNAI. The GOI, DGE Will in no way have liability of any kind in case any dispute arises between the party of the FIRST PART and the SECOND PART.
15. The party of the FIRST PART shall bear one time registration, examination fee and cost of exam form to all candidates. In case the candidates failed to clear the modules in first appearance, the party of the FIRST PART and the SECOND PART shall provide guidance for the subsequent appearances. The examination fee for such appearance or any other financial burden, which will be borne by the candidate him/her self.
16. The party of the SECOND PART agrees that no fee / fees in any form will be collected from the candidates.
17. The party of the FIRST PART reserves its rights to claim damages and cancel authorization of the party of the SECOND PART, if the party of the SECOND PART fails to follow the terms and conditions or guidelines.
18. The party of the SECOND PART shall not represent or hold itself as an agent of NIELIT/NIELIT CHENNAI.
19. The party of the SECOND PART shall be fully responsible for any liability whatsoever, arising out of its own failure to provide infrastructure to conduct the course, in accordance to the prescribed guidelines of the party of the FIRST PART, The party of the SECOND PART agrees to pay on behalf of the party of the FIRST PART, if any such liability is burdened on the party of the FIRST PART.

20. **Payment Terms**

In consideration of the services offered by the party of the SECOND PART for this training, its shall be entitled for the cost towards providing infrastructure including faculty per candidate per month for one year period from the date of start of the course is Rs. XXXXX/- (Rupees XXXX only). This will be paid on monthly basis on production of attendance and progress report.

The maximum number of candidates allowed under this training program for party of the SECOND PART is limited to xxx(xxxx).

21. **Tenure /Renewal of the MoU**

This MoU shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of 1 (One) Year from the date of such signing. On the expiry of One Year, parties hereto shall be entitled to renew by mutual consent on such terms as may be then be agreed upon. If not renewed, **SECOND PARTY** shall be entitled to stop conducting the training program for the candidates in this scheme. Before such action, both the parties shall ensure that the Courses already started are fully completed, examination conducted.

22. **Modifications**

This MoU can only be modified or altered only on written MoU signed by the both parties.

23. **Breach of Terms of this MoU**

If either party commits breach of any of the terms of this MoU, the other party may bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case he fails to do so and the breach continues for a period of 1 Month, the aggrieved party may treat this MoU as repudiated by the other party and forthwith serve a notice of termination and the aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by him for the unexpired period of the MoU on account of such termination of the MoU. The MoU will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause.

In case of any such termination of this MoU, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the MoU should be implemented in such a way that the future of the

students/trainees is not affected by the termination. In case of such termination of the MoU, both the parties shall ensure that the Courses already started are fully completed and examination conducted.

24. Jurisdiction

This MoU shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in **Chennai, Tamil Nadu**

25. Arbitration or Mediation

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.

In case of termination of this MoU, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the MoU should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the MoU, both the parties shall ensure that the Courses already started are fully completed, and examination conducted

26. IN WITNESS WHEREOF, the parties hereto have caused this MoU to be executed in duplicate on the day and the year first above written Hence this Memorandum of Understanding.

In WITNESS WHERE OF, the representatives of the parties in this MoU being duly authorized have here into set their hands and have executed these presents this.

For and on behalf of party of the FIRST PART	For and on behalf of party of the SECOND PART
In the presence of WITNESS	
SEAL	SEAL