Last date: 12-07-2016 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 Fax: 044 - 24421441

Email: <a href="mailto:chennai@nielit.gov.in">chennai@nielit.gov.in</a>

# **EXPRESION OF INTERESET**

# **EOI DOCUMENT**

EOI Enquiry no: NIELITCHE/ XII/1(iv)/09/B/EoI-181



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 Communications and Information Technology, 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 800 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 <u>www.nielit.gov.in</u>)* 

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 three five years, NIELIT Chennai has acquired very good expertise in IT training, through its wide repertoire of causes, 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 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 NIELIT Accredited Hardware Institute [CHM-O Level]/NIELIT Accredited Institute[O-Level]/ Colleges (conducting regular Computer science or Electronics Degree/ Diploma approved by UGC/AICTE/DoTE) located within the city limit of Chennai (including suburbs) to participate in Empanelment / Identification of training institutes to conduct NIELIT CHM O-Level / O Level Courses (1 Year Part time) sponsored by Directorate General of Employment and Training (DGE&T), New Delhi. The empanelled training institutes are primarily meant to impart training as per laid out guidance by Funding Agency and NIELIT to identified SC/ST job seeking candidates.
- 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 Eol from the website **www.nielit.gov.in/chennai**
- 2.4 Interested applicants at the time of submission of response to the EoI, should submit non refundable 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 **12<sup>th</sup> July 2016.**

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

### 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, joint identification of trainees, registration, imparting training & placement. The areas of training, curriculum, duration and related information are given in **Annexure-I**
- 3.2 Provide required infrastructure and conduct the training program as per the course requirement & schedule decided.
- 3.3 Depending upon the geographical area of coverage and for the transport convenience of the trainees identified, more than one training institute may be identified, if required. Training provider shall be responsible for implementing the program allotted to the institute by NIELIT Chennai Centre.
- 3.4 The selected / empanelled organisation shall be considered for conducting the training initially for one year which may be extended depending on performance/requirement for the second and subsequent batch of training.
- 3.5 The applicant institution is requested to provide the estimated amount per candidate per month as per column number 16 of Annexure III, this amount should be inclusive of all taxes.
- 3.6 The institute will be requested to provide tax invoice during settlement. In view of this, proper registration with service tax / income tax, etc. is required. The applicant institution is requested to refer Annexure I for calculating the estimated fee per candidate which include the services required, Infrastructure, manpower requirement etc.

### 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**
- 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 NIELIT Accredited Hardware Institute(CHM-O Level) / NIELIT Accredited Institute(O-Level) will be preferred first, However in the case of un-availability of suitable AHI/AI 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 fee on successful completion of training and submission of attendance sheet 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 split and assigned to different L1 depending on candidate availability/preference to that location. Target quantity may change depending availability of candidates and location.
- 4.10 Candidates allocated to selected training centre depending on students interest and availability.

### 5. Procedure for Submission of EOI

- 5.1 Download the detailed information along with application format available in our site <u>www.nielit.gov.in/chennai</u>
- 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 information on infrastructure and other relevant information only in the format provided as **Annexure- III.** Information submitted in other formats/ in complete applications will be rejected.
- 5.4 Attach documentary proof wherever required in support of your claim.
- 5.5 Add as attachment for additional information, if any.

### 5.6 Documents Requirements: (following documents must be in the Eol cover):

- a) Demand Draft
- b) Institute Registration certificate
- c) Proof for conducting Computer Science, Electronics Degree/ Diploma approved by UGC/AICTE/DoTE.
- d) Any other information related to Eol
- e) Duly signed covering letter Annexure-II
- f) Duly Signed Technical Specification Annexure III

### 6. GUIDELINES FOR SENDING EOI's

- 6.1 Agency must enclose a covering letter on Agency's Letter Head while sending the application- **Annexure-II**
- 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. The information intended to be supplied should be furnished in such a manner that the same satisfies the need/requirement of EoI under various heads and is self-explanatory.
- 6.4 In case desired documents/proof are not enclosed/not in proper order, the EoI 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 with "Eol for Empanelment of Training Institutes for NIELIT O Level / CHM O Level-Chennai "

6.7 The applicant submitting their EoI would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their EoI, 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 EoI submitted by the applicant shall remain valid for a period of 60 days after the closing date (deadline) for submission of EoI prescribed in this document. EoI valid for shorter period may be rejected as non-responsive. NIELIT may solicit the applicants' consent to an extension of EoI validity (but without the modification in their EoI).

### 8. Disclaimer

- 8.1 The information submitted in response to this EoI may be subject to public release (as per RTI norms). Therefore, do not include proprietary or confidential business information in your response. Applicants responding to this invitation assume the risk of public disclosure if confidential information is included.
- 8.2 This invitation is for information purposes only and does not constitute a solicitation or Request for Proposal (RFP). This notice is not to be construed as a commitment by the NIELIT to contract for services. Please be advised that NIELIT will not pay for any information provided as a result of this invitation and will not recognize or reimburse any cost associated with any EoI submission.
- 8.3 This Eol does not entail any commitment on the part of NIELIT, either financial or otherwise.
- 8.4 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.

- 8.5 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.
- 8.6 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

### About the Project

### A. Project Objective

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

# **B. Scheduling of Training**

Sl.no	Course	Duration	Number of	Tentative	Tentative	Schedule
			Candidates	start date	Start date	of
			to be	of First	of Second	Training
			trained	Semester	Semester	
1	NIELIT CHM- O LEVEL	500 Hrs.	50*	1 <sup>st</sup> August	1 <sup>st</sup> Feb	Daily 3Hrs
				2016	2017	/ as per
2.	NIELIT 'O' LEVEL	480 Hrs.	100*	13 <sup>st</sup> July	1 <sup>st</sup> Feb	mutually
				2016	2017	agreed
						terms

\* This is tentative figure of the number of candidate to be trained may less than 50/100. Also this target may be splitted and awarded among the multiple training partners or with NIELIT Accredited Institute under the sole discretion of The Directori/c, NIELIT Chennai.

# C. Course material / mode of training

NIELIT Chennai Centre will provide course material for all programs.

# D. Course plan – Phase 1

Sl.No	Course	Subjects/Modules	
1	CHM O- Level	Theory:( Each 120 Hrs. Duration)	
		1. Electronic Components and PC Hardware-CHM-O1	
		2. PC Architecture – CHM-O2	
		3. Computer Peripherals and Networking – CHM-O3	
		4. System Software Diagnostic & Debugging Tools –	
		CHM-O4	
		5.Personality Development and Communication Skills-	
		CHM-05( <u>20 hrs. Duration)</u>	

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		<ul> <li>Practical:</li> <li>1. PC Debugging – Repair and Maintenance – CHM-OP1</li> <li>2. Software installation &amp; Maintenance-CHM-OP2</li> </ul>
2	O-Level	Theory: (Each 120 Hrs. Duration)
2	U-Level	<ol> <li>M1-R4 IT Tools and Business Systems</li> <li>M4.3-R4 Introduction to ICT Resources</li> <li>M3-R4 Programming and Problem Solving through 'C' language</li> <li>M2-R4 Internet Technology and Web Design</li> </ol>
		<ul> <li>Practical:         <ol> <li>PR Practical (Based on M1, M2, M3, M4 module syllabus)</li> </ol> </li> <li>Project         <ol> <li>PJ Project (Based on M1, M2, M3, M4 module syllabus)</li> </ol> </li> </ul>

Detailed curriculum/ syllabus available for both courses on request may be downloaded from our website: O-Level <u>http://www.nielit.gov.in</u>, CHM-O Level http://nielit.gov.in/aurangabad/

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

# E. Infrastructure Required to conduct CHM- O Level Courses for the batch of

10 students

Minimum of 90 Sq.ft carpet area with library, reading halls and toilets and all basics amenities

Sr.	Particulars	Quantity
No.		
1.	PC/AT 486 set up consisting of M/B with 4MB RAM MCGP/ VGA, IO Card, FDD 1.2 MB (Optional) HDD, Key Board, Monitor and Mouse (Old PC)	01 No.
2.	PC/ AT- 486 consisting of M/B with 4 MB RAM, I/O Card, FDD 1.44 MB &1.2 MB, (Optional) VL - VESA BUS, HDD, key Board and Monitor (Old PC)	01 No.
3.	Pentium PIV, PII-MMX Microprocessor based functional Motherboards	01 Each
4.	Oscilloscope (Dual Trace)	
5.	Tool Kit For Engineers (Screw Driver Set, Soldering Iron, Cutter, Pliers, De-	10 Nos.
	soldering Kit)	
6.	Bread Board	10 Nos.
7.	Components – Resistors, Capacitors, Inductors, Coils, Transformers, all	05 Nos.
	types of Diodes, Transistors, UJTs, Opto Devices, Fuses, Batteries,	Complete
	Connecting wires, Solder metal.	Sets

# Hardware Requirement:

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8.	Digital Multi-meter with audible alarm; Auto ranging (preferably)	03 Nos.
9.	Constant Voltage Transformer for complete lab use Minimum 1 KVA (Actual value to be calculated according to load)	01 No.
10.	Dot Matrix Printer	01 No.
11.	Digital IC Trainer Kit	01 No.
12.	Personal Computer Trainer or individual Trainers of Monitors, SMPS, Key Board and other subsystem etc.	01 Each.
13.	Pentium IV Desktop with Standard Configuration	5 Nos.
14.	Scanner	01 No.
15.	Ink Jet Printer	01 No.
16.	Laser Printer	01 No.
17.	Regulated power supply 0-30 Volts 1Amp	01 No.
18.	Telephone Line	01 No.
19.	Internet ISP Connection	01 No.
20.	Modem 0	

# Software Requirement:

Sr. No.	Particulars	Quantity.
1.	Windows 2000/ XP	05 Nos.
2.	Anti-Virus Package	01 No.

# Faculty Qualification & Experience Requirement:

					RATIO OF	RATIO OF
					FULL TIME	FULL TIME +
LEVELS	COMPETEN	COMPETENT FACULTY SUPPORTING FACULTY		TO PART	PART TIME	
	QUALIFICATION	EXPERIENCE	QUALIFICATION	EXPERIENCE	TIME	FACULY TO
					FACULTY	STUDENTS
'CHM-O'	Graduate with	Minimum 2	Diploma in	Minimum	Shall be	Shall be better
	Diploma or	years	Electronics/	one-year	better than	than 1:25
	Equivalent	experience	computers	relevant	3:1	
	(Govt.		(Govt.	experience.		
	recognized) in		Recognised) or			
	Electronics/		Equivalent			
	Computers or					
	'CHM-A' level					

# F. Infrastructure required to conduct to conduct NIELIT 'O' Level Courses for the batch of 10 Candidates

Minimum of 90 Sq.ft carpet area with library, reading halls and toilets and all basics amenities

Sr. No.	Particulars		
1.	Processor	1 GHz or higher	
2.	RAM	128 MB or higher	
3.	HDD	40 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	Standard	
	Cables and their connectors		
19.	8/16 port Hub/Switch	Standard	
20.	Wi-H Router	Standard	

#### Hardware Requirement:

#### Software Requirement:

Sr. No.	Particulars	
1.	Operating system	Linux / Windows / 2000/xp/vista
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)/09/B/Eol-181

То

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 CHM-O / 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&T,Govt.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.

# Annexure -III

**NIELIT, Chennai Centre** ISTE Complex, Opp to Anna centenary Campus, 25, Gandhi Mandapam Road, Chennai – 600025

APPL	APPLICATION PRFORMA FOR EXPRESSION OF INTEREST FOR CONDUCTION OF CHM-O / NIELIT 'O' Level courses				
	Millin O Level Courses				
Sr.No	Details Required	Details			
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.	AFFIILIATION/ACCREDITATION				
6.	NATURE OF ACTIVITY				
7.	COURSES OFFERED AT PRESENT				
8.	INFRASTRUCTURE DETAILS				
9.	PROXIMITY / NEAR BY TOWNS , TALUK HQ, DISTRICT HQ				
10					
10.	NO OF COMPUTER LABORATORIES & DEATILS OF INTERNET CONNECTIVITY				
11.	DETAILS OF BASIC ELECTRONICS/ MAINTENANCE LABORATORIES.				
12.	DETAILS OF SIMILAR PROGRAMS				
12.	CONDUCTED& GOVT. SCHEMES IF ANY				
12	DETAILS OF FACULTIES IN THE AREA OF IT & ELECTRONICS AND MAY BE				
	SPARED FOR THIS PROGRAM				
13	CONTACT PERSON				
14	DATE FROM WHICH THE PROGRAM CAN BE LAUNCHED.				

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15	IS IT POSSIBLE TO CONDUCT THE	
	TRAINING ON HOLIDAYS & EVENINGS?	
16	Estimated Charge Per candidate per month (Including All taxes)	
		Amount : in Figure & Words
		Specify: NIELIT O Level or CHM- O Level or both
Attach	additional sheet, if the space is not suffic	cient and mark as Annexure (with Sr. No)

Attach documentary proof wherever necessary.

### 16 Details of processing Fee paid

Amount	Bank	DD No	Dated	
Rs.1000				

### DD Should be drawn on 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 Skill Development Training Programs (ITES-BPO-(Customer care & BAnking) to Rural SC/ST, Minority and Women Candidates 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 Skill Development Training Programs (ITES-BPO-(Customer care & Banking) to Rural SC/ST, Minority and Women Candidates under the above scheme.

Signature :

Name :

Designation :

### Seal of the organisation, if any

LIST OF ENCLOSURE:

SR NO	ANNEXURE NO	CONTENT

### MEMORANDUM OF UNDERSTANDING/AGREEMENT [DRAFT]

This memorandum of Understanding made this xx<sup>th</sup> day xxx month of 2015 between **National Institute of Electronics & Information Technology, Chennai Centre** (*a unit of NIELIT, New Delhi*)which is an autonomous scientific society of Department of Information Technology, Ministry *of Communications & 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	:	****
		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 NIELIT "CHM-O level" computer training to SC/ST Job Seekers through NIELIT CHENNAI Centres.

WHEREAS the Director General of Employment and Training hence forth referred as DGE & T through its communication ------, communicated to the party of the first part through the Principal Technical Officer, NIELIT, New Delhi, the approval of organizing training at 14 locations in the country.

WHEREAS the party of the FIRST PART has agreed to the party of the SECOND PART 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 conduct NIELIT CHM-O level course for SC/ST candidate in batches, provided by NIELIT under exclusive supervision of the party of the FIRST PART.
- 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, if considered by the **party of the FIRST PART**, be incorporated.
- 5. The party of the SECOND PART shall provide the required training infrastructure including faculty, equipment, furniture library, etc. in accordance with CHM-O level accreditation standards, norms and suggestion of NIELIT and no change therein shall be made by the party of the SECOND PART without the prior and express permission of the party of the FIRST PART. 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 DGE&T 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 50 candidates.
- 7. The party of the SECOND PART shall also provide amenities like library, neat & clean toilets and clear drinking water to the trainees.
- 8. The party of the SECOND PART shall appoint qualified staff as per the norms of NIELIT/party of the FIRST PART. The basic minimum qualification of staff, to be appointed, shall be as per the norms, fixed by NIELIT.
- 9. The party of SECOND PART shall also provide sufficient computer/practical time and make available reference books and other reading materials to the candidates.
- 10. The party of the SECOND PART shall regularly and periodically supply the complete information regarding the performance of the candidates to the party of the FIRST PART to enable them to evaluate quality norms.
- 11. The party of SECOND PART has agreed to submit monthly progress report of the training, by 2<sup>nd</sup> day of following month along with attendance records of the candidates to the party of the FIRST PART.
- 12. 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&T / local Coaching cum Guidance Centre/ NIELIT authorized representative(s) / person(s)
- 13. The party of the SECOND PART shall ensure/facilitate the timely submission of the registration and examination forms as per the schedule of NIELIT.
- 14. NIELIT shall award the certificate to all candidates, who shall successfully complete the course and qualify the examination.
- 15. All expenses towards faculty honorarium and other incidental expenses necessary for conduct the course shall be borne by the party of SECOND PART.
- 16. The party of SECOND PART shall regularly submit the claims for reimbursement of training charges to NIELIT CHENNAI. The GOI, DGE&T 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

- 17. 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 extend all support and guidance for the subsequent appearances other than the examination fee or any other financial burden, which will be borne by the candidate him/her self.
- 18. The party of the SECOND PART agrees that no fee / fees in any form will be collected from the candidates.
- 19. 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.
- 20. The party of the SECOND PART shall not represent or hold itself as an agent of NIELIT/NIELIT CHENNAI.
- 21. The party of the SECOND PART shall be fully responsible for any liability whatsoever, arising out of its own failure 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.
- 22. The party of the SECOND PART shall ensure at least 75% placement to the total candidates trained by them in coordination with local employer / entrepreneurs
- 23. Payment Terms

In consideration of the services offered by the party of the SECOND PART for this training, its shall be entitled to a training fee as mentioned below Training / Tuition fee per candidate for one year period from the date of start of the course, subject to completion of the NIELIT 'CHM-O Level' curriculum is Rs. XXXXX/- (Rupees XXXX only). This will be paid on monthly basis on production of attendance, performance report and certificate from local Coaching cum Guidance Centre of DGE&T.

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

### 24. 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.

#### 25. Modifications

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

#### 26. 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.

#### 27. 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** 

#### 28. 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

29. 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