Memorandum of Understanding

NIELIT, New Delhi
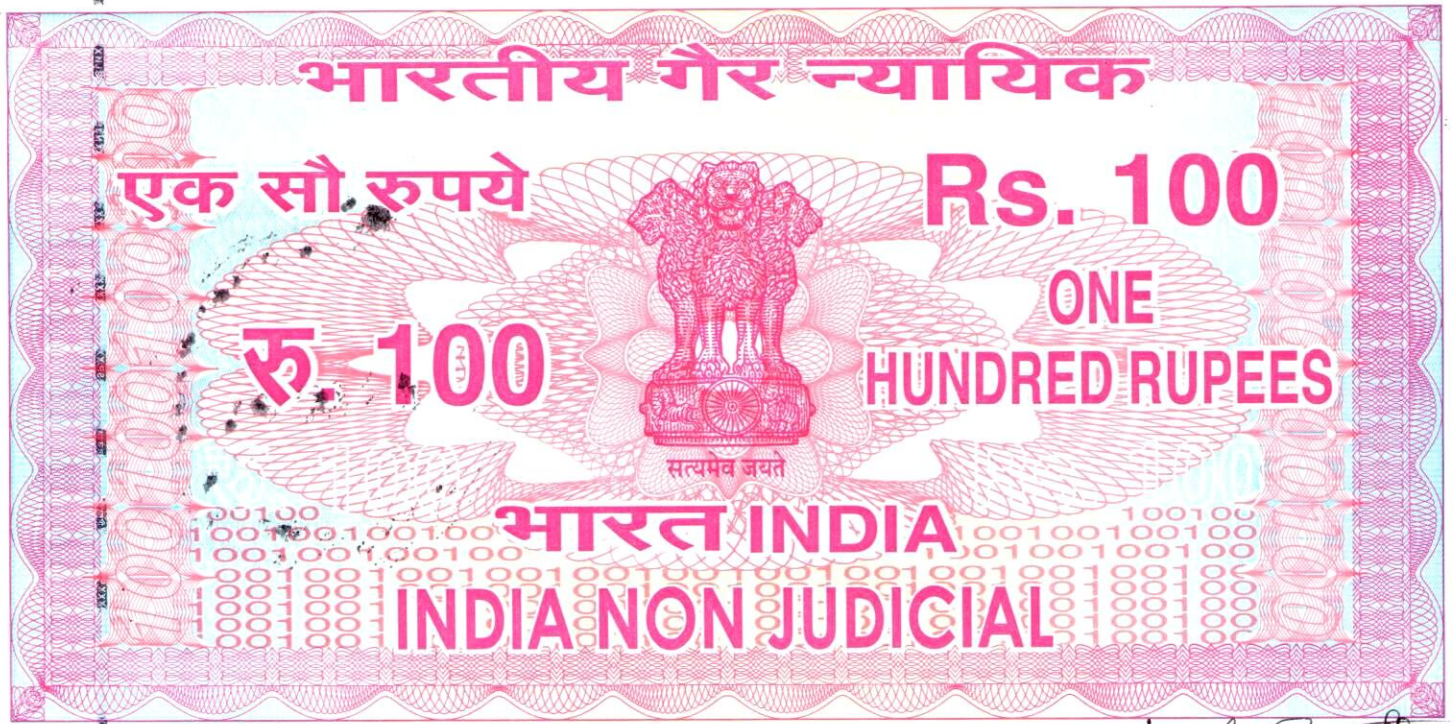
and

Centre for Good Governance
Hyderabad

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BB 252211

SL. No...... 1848 .. Dt.... 15/01/2013
Sold To...... Bala Swamy
S/o. W/o. D/o... Ramaiah Rlo Hyd
To Whom...... Centre for hood Governance.

MEMORANDUM OF UNDERSTANDING (MOU) FOR HIRING OF SERVICES FOR ONLINE APPLICATION PROCESSING FOR DIRECT RECRUITMENT OF SCIENTISTS GROUP A, B & C AND OTHER NON - TECHNICAL STAFF

THIS Memorandum Of Understanding (MOU) is entered into on this 17th day of January the year 2013 between National Institute of Electronics & Information Technology (hereinafter referred to as NIELIT), New Delhi, having its office at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi – 110003 and registered under Societies Registration Act, 1860 under Department of Electronics and Information Technology (hereinafter referred to as DeitY), under Ministry of Communications & Information Technology(hereinafter referred to as MCIT), Government Of India, (herein after referred to as GOI) (which term unless and until expressly excluded by or is repugnant to the context, shall include its successors, administrators, officers, employees, attorneys and assigns etc.) of the first part.

AND

Centre for Good Governance (hereinafter referred to as CGG), Hyderabad, a society registered under Andhra Pradesh Society Registration Act, 2001, and governed by a

Board with the Hon'ble Chief Minister of Andhra Pradesh as the Chairman, having its office at Road No. 25, (Dr. MCR HRD Institute of A.P. Campus), Jubilee Hills, Hyderabad-500033, Andhra Pradesh (India) under the Government of Andhra Pradesh (which term unless and until expressly excluded by or is repugnant to the context, shall include its successors, administrators, officers, employees, attorneys and assigns etc.) of the other part.

WHEREAS Deity has assigned NIELIT the task of conducting the entire set of activities pertaining to recruitment and examinations of candidates applying for the posts of Deity and its associated organizations for technical jobs.

AND WHEREAS CGG which is already undertaking similar kinds of activities has offered itself for providing support and as such NIELIT is entering into this MOU with CGG that will be providing support in pre examination process towards receipt of application, fees (online mode) reconciliation of fees, allocation of centres and online despatch of admit cards / hall tickets etc. for direct recruitment to various posts in DeitY and its associated organizations.

AND, WHEREAS it has been agreed by CGG, to provide aforementioned services as per the SCOPE and terms and condition hereinafter mentioned:

1. SCOPE OF WORK

CGG will provide facility in the form of an online software installed at its data centre for online receipt of applications and processing of activities involved in **direct** recruitment process. The online **platform** will facilitate the candidates applying for the post and NIELIT authorities to perform the tasks *[listed at paras 2.5 and 3(3.1 to 3.3) of this MOU]* involved. The required fee (processing fee and examination fee) will be collected by CGG from candidates through the existing payment gateway being used by CGG. The online facility shall have the following features as mentioned hereinafter.

1.1 Publication of Notification

The softcopy in pdf format of notifications such as (Advertisement, Information Brochure, Notification etc.) provided by **NIELIT** will be placed on the website to be downloaded by the candidates.

1.2 Online Application Submission

The online submission of application will have two steps:

Step 1

Candidates need to log on to the dedicated NIELIT website and provide basic details like Name, Father/Husband's Name, Mother's Name, Date of Birth and community (OBC,SC,ST,OC) and whether Physically Handicapped (PH) or Ex service men along with their email id. Based on the community and other details, system will indicate the fee applicable to that particular candidate. The candidate will have to pay the indicated fees through the payment gateway being used by CGG and obtain a receipt online with **JOURNAL NUMBER** printed on it which again would be undertaken by the CGG. .

Step-2

After Payment of the fees the candidate has to visit the website http://**recruitment**.nielit.~~cgg.gov~~.in or any other website mutually agreed upon between the nodal officers of the parties to this MOU and access the online application form. *CGG may use sub-urls in nielit.in domain for load balancing of applications depending on the load factor to improve efficiency of the service delivery*. **NIELIT** will provide link of this website on its official website. The candidate has to provide details of JOURNAL NUMBER given on the payment receipt to access the application form. The candidate has to fill all the relevant details as required to be filled up in the application form and has to upload "scanned copy of his / her passport size photograph with his / her signatures below the photograph" and shall upload the same upon the **system**. On successful submission of the form, the system will alert the candidate to download pdf document containing the details submitted by the applicant with unique application number (Reference ID) as acknowledgment.

1.3 Management Information System (hereinafter referred to as MIS) Reports for Tracking

The system should have provision for following MIS reports for access of NIELIT/Candidate(s):

- MIS report of number of Candidates Applying - Date wise, Post wise, Organization wise, Centre wise, City wise, State wise and Community wise
- MIS report of Fee payments received Reports
- Check Status facility to candidates
- Applications Downloading

1.4 Generation of Admit Cards and Attendance Sheets

On providing of Examination Centres details, CGG will generate Admit Cards and **soft copies of** Attendance Sheets with photo and signature on it. There should be a facility to be provided by CGG wherein candidate should be able to **download and** take a print out of his/her Admit Card from the Website.

1.5 Technologies

The Online Application Processing System of CGG is developed using J2EE technologies with struts frame work and Oracle 10G as backend database and CGG undertakes that it will use the same technology or superior technology **mutually agreed** by NIELIT **and CGG** from time to time..

1.6 Deliverables

After completion of Pre-Examination activities, all the data collected as part of the notification will be provided by CGG to NIELIT in spread sheet or text format in comma separated value (csv) alongwith photos, signature and other relevant documents within the time frame as given in the time schedule program given in this MOU. .

ROLE AND RESPONSIBILITIES OF CGG

2.1 CGG would provide an online system for processing the activities indicated in the scope of work. This online system will be hosted on CGG servers and costs towards hardware, software and connectivity for hosting the online system will be borne by CGG.

2.2 CGG to ensure that the site runs on 99% uptime calculated on quarterly basis. Thus, CGG is to ensure that its software/ website remains operational for 99 % of the time, even in case of crash. The CGG either should have mirroring or replication of the software and database, so that in case of crash, the software automatically continues from alternative server or they have to ensure that server is restarted within *one* hour after the crash from the backup. In case the server crashes due to any reason CGG will intimate NIELIT regarding the same immediately both via e-mail & phone. CGG shall also confirm restoration of the same to NIELIT. This does not include the pre-scheduled down time for maintenance and for adding features as and when required.

2.3 CGG to collect fee through the existing Payment Gateway used by CGG and remit the amount to the NIELIT by cheque/Electronic Transfer as per the time schedule given in this MoU.

2.4 CGG will ensure macro level eligibility checking *based on the criteria provided by NIELIT.*

2.5 CGG will provide provision to check qualifications entered by the candidate to NIELIT authorized personnel. Using this service the concerned officer will be able to accept or reject the qualification mentioned by candidate as per the eligibility criteria. This activity has to be performed by the concerned officials of NIELIT after the closing date for submission of applications.

2.6 CGG will provide a facility to download the soft copies of required reports from the system to the designated official(s) of NIELIT.

2.7 Fee Reconciliation and resolving the issues like broken transaction wherein payment deducted from the candidate's account but did not reflect in bank etc.

2.8 At no instance, an impression shall be communicated to end users that CGG is involved in the whole process of selection except that *(i)* CGG will be allowed to display on portal "Powered by CGG". *(ii) While collecting the payments from citizen through Bill Desk Payment Gateway, the merchant name is displayed as Centre for Good Governance, (iii) URLs used for* **payments have the name cgg.gov.in**

2. ROLES & RESPONSIBILITIES OF NIELIT

2.1 To provide formats of application form(s), centre details and also ensure that the concerned officers involved in the recruitment process do their activities through online system in time.

2.2 To make own arrangements to issue necessary press notifications/ advertisements. *NIELIT has to make its own arrangements for any kind of printing, as CGG gives only soft copies and web download facility for the reports such as Attendance Sheet et cetra.*

2.3 To answer complaints submitted by candidates (only those candidates who paid fees).

3. NODAL OFFICERS

Both the organizations will identify nodal officers for single point contact. The email transactions between these two nodal officers will be treated as official communication. The nodal officers would be responsible for the day to day affairs of the transactions arising out of this MOU. The nodal officers would be appointed by communication made by the signing authority of this MOU. The signing authority can change the nodal officer at any time without any reason but information of the same would be given by the signing authority immediately without any delay. Along with name of the nodal officer his e-mail, postal address and mobile number would be provided to the other party of this MOU. Any communication made to the nodal officer for any day to day affairs of this MOU would be deemed to be communication made to the other party. However, all other important decisions should be communicated along with the nodal officer at the address of the other party given in this MOU.

4. TIME SCHEDULE

S.No	Description of Activity	Schedule
1.	Registration of Candidates	From the date of issuance of advertisements
2.	Closing Date of Registration	45 days from the date of advertisements
3.	Reconciliation of receipt fees	Two weeks after the closing of date of registration
4.	Transfer of *Balance* Funds by CGG to NIELIT after retaining the amount due to CGG	Three week after closing date of registration with reconciliation of receipt of fees
5.	Handing over of all documents *soft copies by CGG to NIELIT*	One week after *facilitating download of admit cards through the website*
6.	Verifications & *confirmation of receipt of soft copies of records and closure of the Project by NIELIT*	One week after handing over of documents *soft copies by CGG to NIELIT*

5. TERMS OF PAYMENT

NIELIT will pay charges to CGG after reconciliation of accounts as mentioned below:

Item	Cost
Complete processing including collection of fee through existing payment gateway being used by CGG, online application submission, and generation of Admit Card and other reports	For online processing (CGG Charges) @ Rs.25/- per application (inclusive of all taxes) for all applicants who have paid the fee, irrespective of fee charged by NIELIT PLUS For collection of fee through payment gateway [Bill Desk] being used by CGG. 1% of the transaction amount and applicable service tax on the service charge of 1%. [In addition to the Application Fee of Rs.25/-]

6. VALIDITY :

This MOU is initially entered into for a period of six months and may be further extended with mutual acceptance of both the parties to this MOU.

7. CONFIDENTIALITY AND OWNERSHIP OF DATA

Entire Data belonging to this examination will be the sole property of DeitY and NIELIT. In no case this should be shared with any other organization or individual and data should be kept confidential and out of reach by any means (including electronics means) except by authorized persons.

8. ARBITRATION:

In the event of any dispute arising out of this MOU with regard to the performance of the work and payments, the parties to this MOU hereto , agrees to use their best efforts to resolve their disputes amicably and mutually in good faith and in a prompt and equitable manner. In the event, the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each Party shall appoint an arbitrator, who in turn shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in New Delhi. The fees of such arbitration shall be borne by both the parties on mutually agreed terms. The arbitration shall be governed by "The Arbitration & Conciliation Act, 1996 or any amended law from time to time which comes into force at the relevant time.

9. FORCE MAJEURE:

If at any time during the continuance of this agreement, the performance in whole or in part by either party of any obligation under agreement shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to as events) provided notice of the happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof. Neither party shall by reason of such events, be entitled to terminate this agreement nor shall either party have any claim for damages or any relief against the other in respect of such non- performance or delay in performance and deliveries under the agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole

or part of any obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 30 days, both parties shall consult each other regarding the termination of the agreement on agreed equitable terms or otherwise devise further course of action.

Each party shall bear its costs and losses arising out or on account if such force majeure.

10. ASSIGNMENT:

This agreement shall be binding upon each of the parties here to and their respective successors, administrators, officers, employees, attorneys and assigns etc. , but it shall not be assigned in whole or in part by either party without the prior consent of both the parties.

11. JURISDICTION:

The Courts at Delhi shall have jurisdiction on all matters pertaining to this agreement.

12. NOTICE:

Any notice, request, demand, approval, consent or other communication provided or permitted herein under shall be in writing and given by personal delivery or sent by registered mail or by ordinary mail, postage prepaid, or by telegram, fax, e-mail addressed to the party for which, it is intended at its address as follows:-

1. NATIONAL INSTITUTE OF ELECTRONICS & IT, ELECTRONICS NIKETAN, 6, CGO COMPLEX, NEW-DELHI-110003. Phone 011-24363330/1/2 Email: **delhi@nielit.in**, Phone: 09810114226.

2. CENTRE FOR GOOD GOVERNANCE, ROAD NO. 25,(DR. MCR HRD INSTITUTE OF A.P. CAMPUS), JUBILEE HILLS,HYDERABAD-500033, ANDHRA PRADESH (INDIA). Email:info@cgg.gov.in, Phone:040-23541909

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

IN WITNESSTH WHERE OF THE PARTIES HERE TO HAVE SET THEIR HANDS
AS ON THE DATE FIRST ABOVE WRITTEN.

FOR & ON BEHALF OF CGG

Signature
(Authorized Signatory)

Name:- S.K. Sinha, IAS

Title:- Director General, CGG

Place:- Hyderabad

Witness:-

Name:- K. Prakash

Title:- Addl. Director General, CGG

Place:- Hyderabad

FOR & ON BEHALF OF NIELIT

Signature
(Authorized Signatory) MD NIELIT.

Name:- ASHWINI KUMAR SHARMA

Title:- MD, NIELIT, GOI, Delhi

Place:- HYDERABAD, AP.

Witness:-

Name:- MOHD. TAQIUDDIN

Title:- Director(UMRC) CGG

Place:- Hyderabad