



POWER OF SIMPLICITY



Application No

Application number grid

(For Office use only)

EMPANELMENT APPLICATION FORM

Category Applied For

TAC [checked] TC [ ]

A. INFORMATION ABOUT THE INSTITUTE

1. Name of the Institute : DAYANAND COLLEGE OF COMMERCE LATUR

2. Institute Address : BARSHI ROAD SHINAJI CHOWK City LATUR District LATUR Pin Code 413512 State MAHARASHTRA Phone 9420438712/1 Email ID

3. Year of Establishment : 1961

4. Type of Institute : Proprietorship [ ] Public Ltd. [ ] Pvt. Ltd [ ] NGO [ ] Society/Trust [ ] Partnership [checked] Others [ ]

5. Place is rented or own site: OWN SITE

B. INFORMATION ABOUT THE CHIEF EXECUTIVE/CHAIRMAN/DIRECTOR OF INSTITUTE (For Administrative activities)

1. Name : DR SHRIRAM SOLANKE

2. Permanent Address : City LATUR District LATUR State MAHARASHTRA Pin Code 413512 Mobile 9420438712 Email ID

**C. INFORMATION ABOUT CENTRE HEAD/MANAGER**

1. Name : SHAIKH DAGDU JABBAR
2. Academic Qualification : MCOM, BED
3. Phone/Mobile No. : 9420438712
4. Email ID : dagdu2011@gmail.com

**D. INFORMATION ABOUT THE SOCIETY/TRUST (If Applicable)**

1. Name of the Society/  
Registered Firm : DAYANAND EDUCATION SOCIETY  
(Attach the Registration Certificate)
2. Registered Address : BARSHI ROAD SHIVAJI CHOWK  
LATUR  
City LATUR  
District LATUR Pin Code 413512  
State MAHARASHTRA
3. Year of Registration : 1961
4. Name of President of  
the Society/Trust/Firm : LAHOTI LAXMI RAMANJI BARKATI

(Note: You are required to attach Society Registration papers with the Application Form)

**E. INFRASTRUCTURE DETAILS**

1. Total Area (in Sq. ft.) : 2000
2. No. of Theory Room : 500
3. No. of Lab Room : 500



SI No	Particulars	Avallablilty
1	No. of Computer (working )	80
2	No. of Printer/Scanner	01
3	Webcam	01
4	LAN	yes
5	Library	yes
6	UPS/Generator	yes
7	LCD Projector	yes
8	Server	yes
9	Reception	yes
10	Store Room	yes
11	Drinking Water	yes
12	Toilet	yes
13	First Aid Kit	yes
14	Parking Space	yes
15	Broadband Connection	yes

Teaching aids, if any: \_\_\_\_\_

**DETAILS OF OFFICE SPACE**

SI No	Particulars	Area (In Sq. Ft.)	Student Capacity
1	Theory Room 1	500	100
2	Theory Room 2	500	100
3	Theory Room 3		
4	Lab 1	500	40
5	Lab 2	500	40
6	Lab 3		

**FURNITURE AND FIXTURES**

No. of Tables	No. of Chairs	No. of White Boards	Air-Conditioned
80	80	01	-

**F. INSTITUTE STAFF DETAILS**

Staff Details:

SI No	Staff Name	Designation	Years of Experience	Contact No	Email ID
1	Shaikh Daga	Lecturer	10	9426438712	dagd2011@gmail.com
2					
3					
4					
5					
6					

**G. TEACHING STAFF DETAILS**

SI No	Faculty Name	Modules Taught	Full Time/ Part Time	Academic Qualification	Experience (Years)	Contact No	Email ID
1	Shaikh Daga	Tally ACE	Full time	M.COM	10	9426438712	
2							
3							
4							

**H. (i) COURSES OFFERED**

SI No	Courses Offered	Duration	Fees	No. of Enrollment (Annually)
1	Tally ACE	3 months	3000	100
2				
3				
4				

**H. (ii) TALLY CERTIFICATION- TARGET FOR YEAR 1**

SI No	Certification Name	No. of Certifications
1	TallyACE	100
2	TallyPRO	
3	TallyGURU	
4	GST Using Tally.ERP 9	

I. DO YOU PROVIDE PLACEMENT TO STUDENTS : Yes  No

J. DO YOU HAVE DESIGNATED PLACEMENT OFFICER : Yes  No





**K. MARKETING**

Sl No	Marketing Activity	Frequency	Expenses	Size & Numbers
1				
2				
3				

**L. HAVE YOU EVER BEEN A PART OF ANY SKILL DEVELOPMENT PROGRAMMES OF EITHER CENTRAL/STATE GOVT?**

Yes  No

If yes, provide the following details:

Name of the Programme	Year	Central/State Govt.	Duration of the Programme	No of Students Trained	No of Students Placed

**M. FINANCIAL STATUS**

Please provide the following details of the last financial year.

No. of Students Enrolled	Total Fees Collected	Total Faculty Salary	Other Staff Salary	Other Expenditures	Total Expenditure

**N. THREE REASONS TO BECOME EMPANELMENT CENTRE**

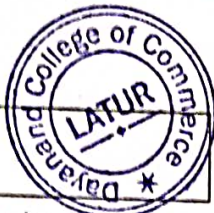
- To provide students updated Accounting knowledge
- To provide National level certificate to students
- To provide Best Placement opportunities to students.

**O. DECLARATION**

I hereby certify that the context stated above are correct and true to my knowledge and belief and hereby confirm that our organization /Society/Trust is free from any type of legal /official disputes whatsoever. I accept that any facts above if found incorrect will automatically result in the cancellation of the empanelment.

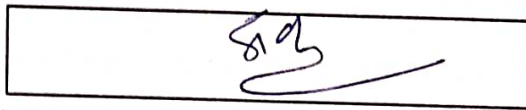
I /We hereby agree to the terms laid down in annexure 1 and annexure 2 of the application form

Date:



28-02-2020

Seal of the Institute



Name & Signature of the Authorized Signatory

Dr. Shriyam Solanke

**L. O. LIST OF ENCLOSURES**

- a. Copy of the Partnership Deed (In case of the partnership concern)
- b. Rental/Lease Agreement.
- c. Cancelled Cheque
- d. PAN Card Copy
- e. GSTIN Certificate
- f. Data Updation Form
- g. Photographs of the Institute

- Front View (Displaying the institute Name Board)
- Computer Lab
- Lecture Hall
- Library
- Office Space
- Reception Area
- Other Photos, if any

**FOR TEPL USE**

Payment: Received Rs.....vide..... dated.....

Centre Registered:    Yes       No  

Centre Code: .....

Validity:

Annexure -1

- a. Empaneled Centre shall offer the services authorized by Tally Education Private Limited (TEPL) only at the premises mentioned in the application form and not at any other location.
- b. Empaneled Centre undertake marketing activities and create required awareness in the market about Tally and "Tally Certification Programs".
- c. Empaneled Centre should register the candidate on TEPL portal for the "Tally Certification Program".
- d. Empaneled Centre shall comply with all local laws and shall also advise TEPL of compliances required.
- e. Empaneled Centre shall avoid deceptive, misleading or unethical practices that are or might be detrimental to TEPL or TEPL's products or services.
- f. Empaneled Centre shall refrain from making any false or misleading representations with regard to TEPL or TEPL's products or services.
- g. Empaneled Centre shall refrain from making any representations, warranties or guarantees to customers with respect to the specifications.
- h. Empaneled Centre shall extend requisite support to TEPL to visit the premises of Empaneled Centre and verify the compliance of the terms & conditions of this agreement as well as of policies and guidelines as issued by TEPL from time to time and /or audit the enrolment and online certification Program, process of conducting exams etc. .
- i. Empaneled Centre shall promptly report to TEPL any information which may have a bearing on the business interest of TEPL or Empaneled Centre.
- j. Empaneled Centre shall secure the establishment and continuance of the infrastructure, staff, systems (as mentioned in Annexure 2) and other necessities and also maintain the agreed levels of inventories of various inputs.
- k. The Empaneled Centre will update the reports on the prescribed formats regularly.



- l. Empaneled Centre shall take proactive steps for meeting targets and other parameters to remain and continue as EMPANELED Centre. Non adherence to agreed targets may result in termination of the relationship
- m. Empaneled Centre consents that TEPL has the absolute right /discretion in adding/deleting or modifying any product offering at any time.

**Tenure:** The tenure for the empanelled Centre is 1 year from the date of invoice of empanelment fee. On completion of 1 year, the empanelled Centre shall pay the prevalent empanelment fee to continue the engagement.



**Annexure 2**

**Mandatory infrastructure requirement for an empanelled centre**

- a. Minimum space -500 sq. ft.
- b. Tally.ERP 9 Multi User license with valid TNS exclusively for training and education purpose to be installed at the centre
- c. Minimum 18 computers (15 for training + 3 for administrative purposes)
- d. Server
- e. Internet Connectivity Separate theory and practical rooms
- f. Power backup
- g. Webcam for assessment

**Recommended staff requirement**

- a. Centre manager – 1
- b. Placement executive – 1
- c. Faculty – 2
- d. Lab Assistant – 1
- e. Counselor – 1
- f. Business Development executive – 1
- g. Office Boy – 1

**ANNEXURE 3**  
**TERMS AND CONDITIONS**

**EMpaneled CENTRE 'S OBLIGATIONS**

- a. Empaneled Centre shall offer the services authorized by Tally Education Private Limited (TEPL) only at the premises mentioned in the application form and not at any other location.
- b. Empaneled Centre undertake marketing activities and create required awareness in the market about Tally and "Tally Certification Programs".
- c. Empaneled Centre should register the candidate on TEPL portal for the "Tally Certification Program".
- d. Empaneled Centre shall comply with all local laws and shall also advise TEPL of compliances required.
- e. Empaneled Centre shall avoid deceptive, misleading or unethical practices that are or might be detrimental to TEPL or TEPL's products or services.
- f. Empaneled Centre shall refrain from making any false or misleading representations with regard to TEPL or TEPL's products or services.
- g. Empaneled Centre shall refrain from making any representations, warranties or guarantees to customers with respect to the specifications.
- h. Empaneled Centre shall extend requisite support to TEPL to visit the premises of Empaneled Centre and verify the compliance of the terms & conditions including policies and guidelines as issued by TEPL from time to time and /or audit the enrolment and online certification Program, process of conducting exams etc. .
- i. Empaneled Centre shall promptly report to TEPL any information which may have a bearing on the business interest of TEPL or Empaneled Centre.
- j. Empaneled Centre shall secure the establishment and continuance of the infrastructure, staff, systems (as mentioned in Annexure 2) and other necessities

and also maintain the agreed levels of inventories of various inputs.

k. The Empaneled Centre will update the reports on the prescribed formats regularly.

l. Empaneled Centre shall take proactive steps for meeting targets and other parameters to remain and continue as EMPANELED Centre. Non adherence to agreed targets may result in termination of the relationship

m. Empaneled Centre consents that TEPL has the absolute right /discretion in adding/deleting or modifying any product offering at any time.

n. Empaneled Centre is authorized, on a limited, non-assignable, non-transferrable and on non-exclusive basis for the term.

o. Empaneled Centre is authorized, during the term, to conduct Principal Company's training and certification programs as stipulated from time to time.

p. Empaneled Centre shall be authorized, during the term, to use the trademark and logo of TEPL, only in relation to the training programs and assessments specified by the Principal Company from time to time, in all its marketing activities till such time that the tenure is valid.

**TEPLOBLIGATIONS**

a. TEPL shall provide Empaneled Centre with the certification for course as per commercials defined by it from time to time

b. TEPL shall provide operational support to Empaneled Centre as per the guidelines (mentioned in this T&C) after fulfillment of necessary terms and conditions by Empaneled Centre.

c. TEPL shall provide a non-exclusive license for Tally.ERP 9 Software, as per commercials defined by TallySolutions Private Limited, to provide training for the Tally Certification Programs subject to partner maintaining valid Tally Software Subscription. Partner or/and Users of the software shall agree to comply with the conditions of the Copyright Assertion and Limited Warranty Statement of Tally Solutions Private Limited.



- (12)
- d. TEPL shall issue authorization certificate to Empaneled Centre upon fulfillment of necessary terms and conditions by Empaneled Centre.
  - e. Other related matters with-out prejudice to its legal rights, correction of any deficiencies, and breach of contract and if required, determines this T&C in cases where breach committed by Empaneled Centre, is prejudicial to the interests of TEPL.
  - f. TEPL may inspect, with or without prior notice, premises of Empaneled Centre to verify the following: -
    - i. Compliance of various policies & guidelines as issued by TEPL from time to time.
    - ii. Inspection of books of accounts related to the business.
    - iii. Inputs used to deliver services and solutions.
    - iv. Other related matters with-out prejudice to its legal rights, correction of any deficiencies, and breach of contract and if required, determines this T&C in cases where breach committed by Empaneled Centre, is prejudicial to the interests of TEPL.
  - g. TEPL reserve the right to:
    - i. Not Offer of any, and /or new products, services, courses and other offerings and
    - ii. To Change and /or determine the new policies & guidelines including but not limiting to the product features, pricing, enrollment fee, business model, revenue sharing model of existing and new products, services, courses and other offerings without giving any prior notice to Empaneled Centre and Empaneled Centre shall have not be liable to claim refund of Empaneled Centre Fee.

#### **RIGHTS TO THE USE OF LOGO**

The Empaneled Centre warrants, covenants and undertakes with the TEPL, that during the tenure the Empaneled Centre shall have no right, interest or License to the logo 'Tally Institute of Learning' and also that at no time after termination of this T&C for whatsoever cause shall the Empaneled Centre make any claim to the logo Institute of Learning and Trade Name 'TEPL', or use any deceptively or confusingly similar Logo or Trade Name and the Empaneled Centre hereby expressly agrees that all rights or interest in the said Trade Name arising out of use in accordance with this T&C will exclusively belong to the TEPL.

### **SCOPE OF EMPANELMENT & EXPANSION**

The present T&C grants to the Empaneled Centre the right to operate the Education & Training Centre in relation to TEPL and using the "Courseware Materials" and/or "Courseware" as defined and referred above and in accordance with the Clauses herein. In the event of the Empaneled Centre desiring to open another Tally Institute of Learning, the prior consent in writing of the TEPL shall have to be obtained, which permission if granted will be subject to compliance of terms which will be prescribed and or payment of such Fee etc.

### **LIMITS ON EMPANELED CENTRE 'S AUTHORITY**

- a. Empaneled Centre shall not change/amend and edit the courseware materials.
- ~~b.~~ Empaneled Centre shall not use 'Tally Institute of Learning' logo on termination of this T&C.
- c. Empaneled Centre shall use 'Tally Institute of Learning 'logo only in the premises mentioned in this T&C.
- d. Empaneled Centre shall not advertise his other centers as 'Tally Institute of Learning'
- e. Empaneled Centre shall seek consent from TEPL and any other Empaneled Centre while recruiting their staff.
- f. Empaneled Centre shall ensure that the training is completed as per the timelines of the courses as prescribed in the 'Instruction Manual'.
- g. Empaneled Centre shall adhere to copyright act with respect to courseware provided by TEPL.
- h. Empaneled Centre shall not commit any financial irregularities.
- i. The word "Tally" and "logo" of Tally should be used with prior written approval.
- j. Empaneled Centre shall issue only digital certificate issued by TEPL to students.

### **TRANSFER/ASSIGNMENT OR SUB-LICENSING**

The Empaneled Centre shall not be entitled to transfer or assign or to grant any sub -license or to enter into any other type of arrangements with any other person with a view to delegating the rights and duties granted to it under this T&C, or in respect of any of the materials supplied to the Empaneled Centre in terms of this T&C.



## **RENEWAL**

TEPL may consider the renewal of the empanelment for a period of 1 year; provided that the Empaneled Centre shall have complied with all the terms and conditions and operating standards and criteria established; on payment of required Fee as mentioned above. The Empaneled Centre can seek renewal; exercisable only by written notice delivered to the Company, not less than three (3) months prior to the end of the Term (i.e. one year) to renew the license for another term of one year (the "Renewal Terms")

## **TERMINATION**

Each party shall have the right to terminate this T&C with or without cause by a prior notice of three (3) months in writing to the other party. If the Empaneled Centre violates any of the conditions stipulated under this T&C, this empanelment shall stand cancelled with immediate effect without any further notice, subject to the discretion of the TEPL. On termination of the arrangement, the empanelment fee stands forfeited and TEPL is not liable to refund any part of the empanelment fee. TEPL reserves the rights and remedies under law of the empanelment Centre.

## **COMPLETION OF COURSES:**

In the event of expiry of this, the Empaneled Centre shall ensure that all its courses including the final Assessments conclude before the expiry of this T&C. The Empaneled Centre shall also ensure in the eventuality of a course extending beyond the arrangement period, then the batch enrolled will be completed with prior intimation to the TEPL.

## **TRADE MARKS AND TRADE NAMES**

Empaneled Centre shall respect TEPL's Trade Marks, Copy Rights, Logos, Trade names, Service marks. It is understood that there is no transfer of Intellectual property rights (IPR) in favour of Empaneled Centre. Empaneled Centre acknowledges that the copyright and title to the material and any copyright, trademarks, service marks or any other Intellectual property rights relating thereto remain with TEPL. Empaneled Centre shall maintain confidentiality of any data relating to the usage of material by them and shall make reasonable efforts to prevent the infringement of any intellectual property or other.



transmission link, Internet failure or delay but excluding the occurrence of such events with respect to another customer of the Party.

b) Neither Party shall be responsible or liable for, or deemed to be in breach of this T&C because of any failure or delay in complying with its obligations under this T&C, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the affected party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred

#### **DISPUTE RESOLUTION AND JURISDICTION**

This Arrangement & T&C shall be governed and construed in accordance with the laws in India. Any dispute, controversy or claims arising out of or relating to this T&C shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed by mutual consent of the parties. The Seat of Arbitration shall be at Bangalore, India and the Language of Arbitration shall be English. Both the parties agree to submit to the exclusive jurisdiction of courts in Bangalore, India.