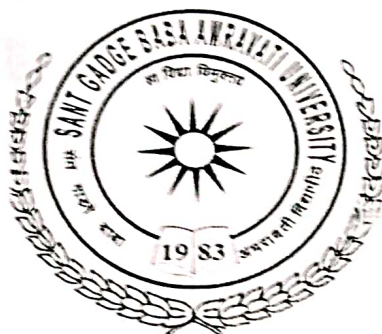# Agreement
Of
Examination Management System
(Data Processing & Result Preparation)

SANT GADGE BABA
AMRAVATI UNIVERSITY, AMRAVATI

&

LEARNING SPIRAL Pvt.Ltd.
3A , Auckland Place , 5th Floor , Suit No. 5B, KOLKATA – 700017

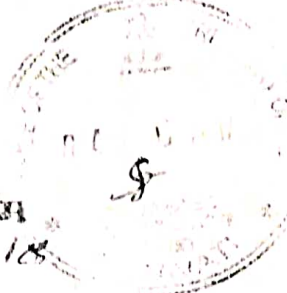## Dated: 24/ 01 /2018

राष्ट्र MAHARASHTRA   ☉ 2015 ☉   V 713696

CONTRACT
AGREEMENT FOR
EXAMINATION MANAGEMENT SYSTEM
(Data Processing & Result Preparation) (DPRP)

This document along with all its Schedules/Annexure (hereinafter referred to as the Contract", as defined hereinafter) is made at Amravati - 444602, Maharashtra, India on this 23rd day of **January , 2018**, by and between:

Sant Gadge Baba Amravati University having its office at, Camp Road, Tapovan, Amravati Maharashtra – 444602, represented by **Dr. Ajay P. Deshmukh**, Registrar (hereinafter called as the **"SGBAU",**) being the PARTY of the FIRST PART;
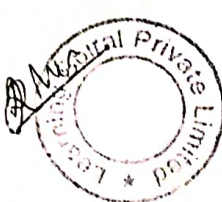
AND

M/s Learning Spiral Pvt. Ltd, a company registered under Indian Companies Act, 1956 and having its registered office and business at 3A , Auckland Place , 5th Floor , Suit No. 5B, Kolkata – 700017 represented by **Mr. Devesh D. Verma ,** Project Manager (Operation) or Authorized Signatory who is authorized to sign, execute vide a board resolution dated 25th day of October, 2017 passed by its board of directors (hereinafter called as **"Service Provider",** or **"SP",**) being the PARTY of the SECOND PART).

(SGBAU and the SP are collectively referred to as the **"Parties"** and individually as a **"1st Party and 2nd Party)**
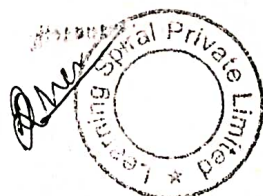
(Data Processing & Result Preparation)   Page 1 of 23

1. **Recitals :**
   1. WHEREAS SGBAU established on 1ˢᵗ May 1983 started it's academic and administrative activities, now it works under the leadership of Dr. Murlidhar Chandekar, the Vice Chancellor of the University and geographically covers the western Vidarbha belt encompassing five districts – Amravati, Akola, Yavatmal, Buldhana and Washim of Maharashtra State.
   2. WHEREAS the University is recognized under Section 12(B) of UGC Act. The University is also an associate member of Association of Commonwealth Universities, London (U.K.).
   3. WHEREAS the University has four faculties which includes (*i*) Faculty of Science and Technology; (*ii*) Faculty of Commerce and Management; (*iii*) Faculty of Humanities; (*iv*) Faculty of Inter-disciplinary Studies.
   4. WHEREAS SGBAU has decided to automate the Examination System for all courses of study offered by it using latest technology so as to bring in transparency, efficiency, and stakeholder friendly services.
   5. WHEREAS SGBAU has envisaged implementing EXAMINATION MANAGEMENT SYSTEM (Data Processing & Result Preparation) (generally referred to as DPRP) for all faculties of the University.
   6. WHEREAS SGBAU had released an open tender calling for eligible technology companies to manage the examination systems, covering the entire life cycle of the examination processes of the university.
   7. WHEREAS after due appraisal SGBAU has found the solution offered by the SP to meet the requirements of SGBAU as stated in the Request for Proposal Document.
   8. WHEREAS SP has specialized in providing such EXAMINATION MANAGEMENT SYSTEM (DPRP) and represented to SGBAU that they would execute the said project as per the terms of the Request for Proposal issued vide tender notification number SGBAU/2/Store/1552/2016-2017 dated 02.3.2017 by SGBAU.
   9. WHEREAS SGBAU after having gone through the due process of procurement and having considered the above facts, has decided to award the said contract to the Service Provider as per the terms mentioned here under, which the Service Provider has accepted on this date for the consideration as stipulated in the Contract.
   10. WHEREAS the purchase committee of SGBAU vide item No.**38, dt.06.04.2017** has approved the rates for implementing the "EXAMINATION MANAGEMENT SYSTEM (DPRP)".
   11. WHEREAS the Management Council of SGBAU has granted approval to this agreement under section 31(i) of Maharashtra Public University Act, 2016 on 9ᵗʰ day of August, 2017, also whereas the Hon'ble Vice Chancellor of SGBAU has granted approval to amendment to agreement due to decentralization of examination, under section 12 (7) of Maharashtra Public University Act 2016 on 10.1.2018
   12. WHEREAS, the First Party is desirous for getting Pre and Post Examination work by developing an appropriate and customized application software aimed at automation of process of Pre and Post examination work consisting of Pre & Post stages .
   13. NOW THEREFORE, IN THE TERMS AND CONDITIONS OF THIS INDENTURE AS SET OUT HEREIN UNDER, the Parties have agreed to enter into this Contract to govern the manner in which the SP shall implement the Project and deliver the services specified under this contract.

(Data Processing & Result Preparation)

2. Definitions :

Whenever the following terms are used in general terms and conditions, or in other documents, the intent and meaning shall be interpreted as follows:

1. **SGBAU** means The Sant Gadge Baba Amravati University established on 1st May, 1983, having its office at, Camp Road, Tapovan, Amravati Maharashtra – 444602, represented by The Registrar

2. **SP or Service Provider** means M/s Learning Spiral Pvt. Ltd , a company registered under Indian Companies Act, 1956 and having its registered office and business at 3A , Auckland Place, 5th Floor , Suit No. 5B, Kolkata – 700017, which has been awarded the said contract to render the services under the scope of this contract.

3. **The Contract** means the legal Contract which is executed on the day first written above, by the authorized official of SGBAU and SP (the Service Provider) which will be legally binding on both the parties and their successors.

4. **DPRP** means EXAMINATION MANAGEMENT SYSTEM (Data Processing & Result Preparation) and all Services under this Contract.

5. **Scope of Services** means the services provided by the Service Provider to SGBAU as specified under the terms of the contract under clause 3 below.

6. **Client Data** means all information, data, documents of SGBAU and its affiliated colleges, students and other stakeholders of SGBAU in either paper based or digital based formats

7. **Managed Services** means the complete IT infrastructure that will be installed and managed by the Service Provider

8. **Works Contract** means the list of services that the Service Provider will be delivering to SGBAU under the Scope of the said contract and as per the commercial terms set out in ANNEXURE - A appended herewith.

9. **Proprietary or Confidential Information** shall mean knowledge and information not generally known in the industry which provides a competitive advantage, including, without limitation, technology, computer programs, research and development programs, formulas, know-how, forecasts, sales and marketing methods, financing sources, customer and mailing lists, customer usages and requirements, financial information and all other confidential information, trade secrets and data.
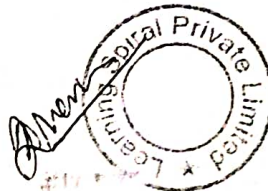
3. Scope of Services :

The overall scope of services under the said project envisaged for Examination Management System (DPRP) is appended along with the contract as ANNEXURE - B

It is principally agreed that the Service Provider's role is that of the technology Service Provider and covers IT and non-IT services under this contract for managing the examination related services as a third party service provider while SGBAU continues to own and manage the academic administration and carry out their intrinsic roles and responsibilities including but not limited to conduct of examinations as per timelines, and with complete responsibility for validation and fidelity of the examination related data.

General Scope for Services :

The proposed (DPRP) solution for the university would involve implementation, operations and maintenance services to automate the examination processes of the university from Online Admission & Enrollment scheduling to hall ticket generation to result processing & publishing to digitally authenticating the Certificates & Mark-sheets (Pre printed stationary provided by University) and finally up to printing of reports etc. under supervision of SGBAU.

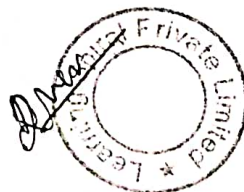(Data Processing & Result Preparation)

The Service Provider (SP) shall be responsible to ensure that all the underlying, software and services are installed and managed by them to ensure conformance to service levels as per the scope of work provided in the RFP. An indicative infrastructure resources, technology solution delivery and continued support to the project, according to the considered opinion of the university include the following. This list is not exhaustive and the university shall not be responsible for completeness of the resources listed herein and, therefore, the bidder is expected to have the required professional expertise and experience to ensure conformance to the requirements of the solution as per the RFP.

1. Implementation of a robust Application Software for handling the proposed DPRP system fully configurable to the university requirements with necessary system applications and utility tools

2. Handling of Complete Project Management of the proposed EMS (DPRP) solution

3. Setting up of required Computer Hardware such as servers, desktops, printers, scanners etc along with required networking infrastructure

4. Ability to seamlessly integrate the proposed EMS (DPRP) with other legacy system currently available with the university.

5. Continued Operation and trouble free maintenance of the proposed DPRP solution and IT infrastructure for a period of three years after 'Go Live'

6. Providing Managed services support in a distributed environment covering the affiliated colleges, Examination centres, evaluation centres etc to ensure optimal performance

7. The proposed solution should cater to the current and future demands of the university with respect to the increase in the number of students, colleges, Examination centres, valuation centres and faculties etc.

8. The proposed solution should have the ability to seamlessly integrate and function across various devices such as desktops, laptops, tablets and mobile etc

9. The proposed EMS (DPRP) solution shall have suitable quality and data security control systems tightly integrated including data protection, intrusion detection and log report generation etc for enhanced security of the crucial data pertaining to examination processes

10. The SP will have the sole responsibility to design , develop, implement and maintain software and online service, for all activities related to the prescribed enrolment and examination process and deploy the same at the data center as per Guidelines issued from time to time under the supervision of SGBAU.

11. SP will deploy technically qualified experienced adequate manpower to manage the entire data centre with necessary software under to supervision of SGBAU.

12. SP should be an Authorized partner having a direct purchase and support agreement with the Original Software Developer (OSD).

13. The software shall be new, tailor made / customized as per the need of the SGBAU.

14. All the modules specified in the software should be implemented one at a time with inputs from University authority and be placed on the portal created for the same.

15. All the modules should be integrated with each other.

16. SP shall modify DPRP as per requirement of SGBAU after each exam cycle.

(Data Processing & Result Preparation)

17. The EMS (DPRP) system must provide for safe and secure testing and scoring environment.

18. The system must employ a framework that ensures the most efficient processing time.

19. The system must allow for both the scoring of objective and subjective responses eg. open ended and constructed response questions.

20. The system must provide for real time, live reporting of scoring progress and accurate time projections for reporting of results.

21. The system must employ a flexible framework that allows for real-time adjustments in scoring rubrics and for reporting of results.

22. Data resulting from system should be compatible reliable data management system.

23. The system must allow real time monitoring and evaluation.

4. On-Going Support :

Service Provider shall perform all such services to ensure the smooth functioning of the IT systems essential to render the obligations and services under the scope of this contract, including but not limited to whatever is needed in terms of scalability, robustness and futuristic needs during the subsistence of this contract. The SP shall ensure that the system installed will be robust enough to handle large volume of data as and when required and should have appropriate back up and disaster recovery plans integrated.

4.1. Operations :

All required IT infrastructure will be installed and managed by the SP during the subsistence of the contract. Some of the indicative IT infrastructures are given below and it's the responsibility of the SP to deploy the IT infrastructure as deemed fit to ensure "the scope of services" as per the RFP is delivered.

The following operational tasks will be conducted by both SGBAU and the Service Provider jointly for smooth execution of the project.
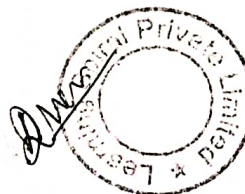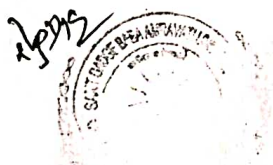
I. Responsibilities of SP :

The SP should develop the SRS document for the scope of services before implementing the project and get the same singed off by the University in order to agree on the deliverables mutually. The EMS (DPRP) should have features like Availability, Interoperability, Performance, Robustness, Scalability, etc. The Project will be deployed in phase manner.

i. Suitable and required number of Computer Servers, networking, storage and system utility tools should be installed in the university campus to act as **Data Center (DC)** connecting the university with all affiliated colleges for the Data Processing & Result Preparation (DPRP).

ii. The SP, bearing the cost and expenses, shall establish a Central Server Data Room in the SGBAU premises in the space allocated for this purpose .

    a. High end database server with database
    b. Application Server Systems of suitable configuration
    c. Domain Control Server System of suitable configuration
    d. Back-up Server of suitable configuration
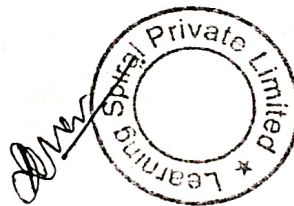   e. Web Hosting Server Space , Domain etc.

(Data Processing & Result Preparation)

4594

iii. Disaster Recovery Centre (DRC) in a different seismic zone should be provided and managed ongoing basis by the SP during the duration of the contract period

iv. Required Standard Operating Procedures (SOP) should be put in place by the SP to continually maintain the said project with 99.00% uptime

v. Required software application module should ensure 100% compliance to the examination life cycle for the distributed services such as Online Admission / Enrollment Form with Payment Gateway facilities (Online & Offline) Hall Ticket Generation, Online Publishing of results, enable printing of mark sheets (pre printed stationary provided by the University) and award of relevant certificates, re-valuation, etc.

vi. The SP shall ensure it has all software licenses used in EMS (DPRP).

vii. Suitable technical Help desk should be installed by the SP to provide both voice based (English and Marathi) and system based support

viii. It will be SP's responsibility to provide dedicated server for the same with almost 0% down time

ix. Installation, Testing and Commissioning: After successful inspection and testing by the SGBAU, the software (along with its associated systems, devices and software) shall be installed, tested and commissioned at location specified by SGBAU

x. At the time of installation and commissioning of the configuration, if it is found that some additional hard ware accessories and/or Software items with license are required to complete the configuration to meet the operational performance requirement of the software/items which are not included in SP's original list of deliverables then SP's will be required to supply such items to ensure the completeness of the software/machine at No Extra Cost to SGBAU. SP should ensure completeness of the list of deliverables in the offer to avoid such discovery during installation, in strict consultation with respective Software.

xi. The SP shall undertake the project by deploying the project of EMS (DPRP) system initially for examination of Bachelor of Art Part - I (Ist & IInd Semester), Bachelor of Commerce Part - I (Ist & IInd Semester), Bachelor of Science (Ist & IInd Semester) during first examination cycle. After it's successful implementation in the EMS (DPRP) project other examination from respective faculties and also the examination of other faculties viz. Education & Social Science will be undertaken with mutual consent.

xii. It is clearly understood by both the parties that all the activities broadly under the aegis of Academic Administration shall be undertaken by SGBAU while the activities under the broader aegis of technology Administration of the project will be undertaken by the Service Provider

xiii. Service Provider shall ensure maintenance of 99% uptime with multi-level security features such as industry standard encryption technology, hardware and time based authentication system etc.

xiv. The Service Provider shall set up Bi-Lingual Help Desk facilitate during all Online Form fill up/Online admit card/Online result publication which will be open for 10 hours / day and 7 days / week. (Except National Holiday/State Holiday/Natural Calamity like flood , earthquake or for any other reason).

xv. The Service Provider shall provide the complete data base of one examination cycle with revaluation result updated including reports snippets to view and print the reports etc.

(Data Processing & Result Preparation)

II. Responsibilities of SGBAU :

i. Sufficient space in the university to set up Data Centre,. The facilities provided will have suitable power, back-up power, internet bandwidth as per the specifications given by the SP .

ii. Faculties, examiners, officials and support staff to manage the academic part of the EMS (DPRP) project .

iii. Data of the students, faculties, colleges and other relevant data in electronic format and duly validated by the SGBAU shall be given to the SP to be uploaded into the system.

iv. Course details, Exam schedule, fees details, attendance details should be either directly entered into the system provided by the SP or will be provided in electronic format duly validated by the SGBAU so as to upload the same by the SP

v. All activities broadly under the aegis of Academic Administration shall be undertaken by the university while the activities under the broader aegis of technology Administration of the EMS (DPRP) project will be undertaken by the SP.

vi. SGBAU shall provide the Data of the students, faculties, colleges and other relevant data in the required electronic format duly validated by the office of the Director, Board of Exam & Evaluation to be uploaded into the system.

vii. SGBAU shall also provide duly validated data such as the College details, Course details, Exam schedule, Fees details, Ordinance for result preparation, Course wise scheme ,Attendance details etc; which can be either directly entered into the system by SGBAU or can be uploaded into the system by the SP

viii. SGBAU shall ensure that adequate safety and security is provided to all IT infrastructure deployed at SGBAU subject to proper support installation by SP.

ix. Any schedule must be well discussed between both the parties before final execution.

x. SGBAU must assign one single contract person to interact with the SP during the every stge of execution.

xi. SGBAU shall ensure the CCTV camera setup to the office area provided to the SP in University premises.

III. Payment Gateway Services :

i. Integration of Payment Gateway Services shall be the responsibility of S.P.

ii. The S.P. shall have to take approval from the University regarding transaction and service charges before integration of the Payment Gateway Services.

iii. The payment transfer from S.P. to notified account of University shall be within T + 2 days (Transaction plus two days).

iv. S.P. Shall share the transaction report for reconciliation on T + 3 basis.

v. S.P. Should provide interface to Students & Colleges for payment of Examination & other fees and maintain log for every transaction.

vi. S.P. Should provide helpdesk for any type of query regarding payment of fees through payment gateway. **(Payment Gateway Services clause is inserted as per the decision wide Item No.166 of Management Council on dated 9.8.2017)**
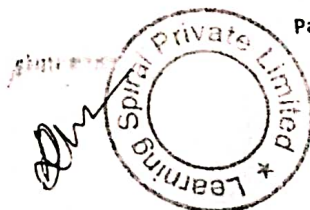
4.2. Training :

A. User Training (at SGBAU Campus) :

i. The SP Shall provide hands on user training to SGBAU official and affiliated colleges/exam centers for proper functioning of EMS (DPRP) System.

ii. The training plan shall be mutually decided between SGBAU and SP.

iii. Training shall be provided on the basis of training to Tutor Model.

B. System Training (at SGBAU Campus) :

i. Data Back ups & Restoration Procedure.

ii. Installation of the Software.

iii. Procedure for applying updates from stored procedure.

iv. Suggestion for recording of Backup , Updates, Changes/ New User Requirement

v. Master Table Management

vi. **Onsite Technical Training:** SP will arrange for giving onsite technical training of sufficient duration for operations of the supplied EMS (DPRP) Software. All salient features of operation for the supplied EMS (DPRP) Software and day to day troubleshooting should be covered in the training.

(Data Processing & Result Preparation)

4.3. Maintenance and Up gradation :

Service Provider should render ongoing maintenance and support for the project at his own cost which includes staffing levels, escalation level along with escalation procedures. The Service Provider should ensure the project installed shall be maintained to its optimal performance during the contract period and continuous up gradation of the IT systems and application software application are done to give the best of the deliverables to the university under the said project. The SP shall maintain 99% uptime at all times during the implementation of the EMS (DPRP) project.

4.4. Compensation

For services rendered as per this Contract the Service Provider shall be compensated financially by SGBAU on per exam per student basis as per clauses nos. 6 & 7 of this contract.

4.5. Client Data

The term "Client data" refers to data related to the students, faculty of SGBAU including any Intellectual Property. Service Provider may have access to the client data while performing their duties and shall ensure that the integrity of the data is maintained at all times. Further the Service Provider shall ensure that such client data are not misused under any circumstances and upon expiration of the contract, Service Provider shall deliver back to SGBAU any and all copies of such Client data, and modifications and derivative works based thereon, in whatever form or medium.

The SP will be responsible for providing suitable security systems while implementing the EMS (DPRP) project to protect the continuing interest of the university. The SP once awarded the contract is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The SP shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus which include anti-malware, anti-spyware and anti-spam solution for the entire system. The SP shall have to maintain strict privacy and confidentiality of all the data it gets access to.
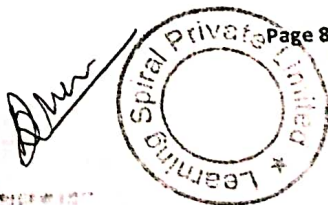
4.6. Residual Knowledge :

The parties mutually acknowledge that during the tenure of the contract in force, both the parties may become acquainted with certain ideas, concepts, methods, techniques, processes, and skills pertaining to implementation of the EMS (DPRP) system at SGBAU (the "Residual Knowledge"). Notwithstanding anything in this Contract to the contrary, and regardless of expiration or termination of this Contract, both the parties hereby grant a perpetual, worldwide, non-cancellable, irrevocable, royalty free license to use the Residual Knowledge which excludes respective parties' Proprietary and Confidential Information.

4.7. Intellectual Property Rights (IPR) :

i. Any IPR developed, deployed or tested by the Service Provider or its affiliates during the course of this project will vest absolutely with the SP. The SGBAU shall acknowledge and agree to vest the IPR with the SP after expiry of the project tenure. This includes source code, process documents, flow charts, project management templates and other resources developed by the Bidder and / or their agents, associates and principal parties involved in the project.

ii. No data of any sort including data on subject content, all examination and the University data, information, research and development, knowledge pertaining to the courses offered by the University, any other field of research and development, shall be used and / or extracted by the Bidder for any use whatsoever.

iii. All Exam Data like Master Table, Students Data , etc. developed during this project will be absolutely remain with SGBAU after expiry of the project tenure.

(Data Processing & Result Preparation)

4.8. Copy Right :

It is expressly agreed by SGBAU that the project assets installed by the Service Provider including the source codes, documentation and network plans are proprietary information of the Service Provider and are protected by applicable copyright and other related laws. Ownership of the software, copy, compilation, enhancement, translation, derivative work, modification or merged portion of the software shall at all times remain with the Service Provider. SGBAU shall ensure that the software and IPR deployed by the Service Provider are not made accessible to any third party inspection without the written consent of the Service Provider

5. Term :

The initial duration of the contract shall be for a period of three years. On completion of the three year term, the contract may be further renewed after mutual discussions and consideration of any special terms that may be added, amended or existing terms that may be deleted.

6. Commercial Terms :

SGBAU shall pay the SP the following consideration :

i. Cost Per Examination Per student for Three years contract inclusive of :
ii. Development of Enrolment to Post Exam Work.
iii. Required end to end and onsite service with
iv. call centre support wherever applicable

Sr. No.	Item description	Rate Per Examination Per student
1.	**Examination Management System Data Processing & Result Preparation (DPRP)** that includes deployment of: i. Examination Result Processing software , necessary hardware, networking and system utility tools ii. Project management / operations, maintenance and support services iii. Manpower, Support systems to deliver the mandated services as per scope of work	Rs.7.94 Per Candidate Per Exam
2	**GST @ 18%** (Add Service Tax @15% { i.e. Rs.1.19 } is substituted by GST @18% as per the decision wide Item No.166 of Management Council on dated 9.8.2017)	Rs.1.43
3	Total	Rs.9.37

Note : Cost include Technical Infrastructure attached on Annexure-C/ as per clause 3 Scope of services (page No. 3 to 5)

7. Payment Terms:

50% (Fifty percent) of the amount pertaining to Pre exam services shall be paid on completion of pre exam activity satisfactorily. The remaining 50% amount shall be paid on satisfactorily completion of Post Exam services. Payment should be processed with 15 days of bill submission.

8. Separate Identity and Entity :

It is expressly agreed that both the parties shall maintain separate identity at all times. Towards this end, all records, reports and files prepared or maintained by Service Provider for SGBAU shall remain the sole and exclusive property and records of SGBAU. Service Provider shall have no authority

(Data Processing & Result Preparation)

Y- 922

hereunder to enter into contracts on behalf of, or otherwise legally bind, SGBAU. Similarly SGBAU agrees that the Service Provider is an independent entity and shall not do anything which could bind the Service Provider in any form other than the services to be provided to SGBAU and consequent obligations under this contract.

The manpower deployed by the SP for discharging the contractual obligations to SGBAU shall remain the sole responsibility of the SP and such manpower shall not have any employer and employee relationship with SGBAU at any time.

9. **Non-Competition :**

9.1. By SGBAU :

1. Engage in, continue in or carry on any business which competes with Service Provider in Service Provider's Business or which is substantially similar thereto.

2. Engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.
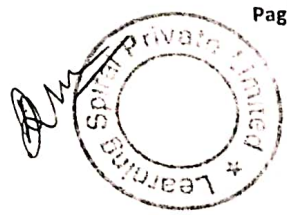
9.2. By Service Provider :

1. Engage in any practice the purpose of which is to evade the provisions of this covenant not to compete. Subject to the provisions of the Contract, the parties agree both during the Term of this Contract and after its expiry, to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose, other than the implementation of and as specified in this Contract and other than use by SGBAU and its affiliated colleges to conduct its business. Each party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The provisions of this Section shall survive termination or expiration of this Contract for any reason.

2. Neither party shall have any obligation with respect to Proprietary or Confidential Information which:

    i. is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party;

    ii. is rightly received by the receiving party from a third party after the date hereof,

    iii. is independently developed by the receiving party without reference to information derived from the other party; and

    iv. is subject to disclosure under court order or other lawful process.

10. **Equitable Relief :**

10.1. Breach of violation :

Each party acknowledges that the provisions and restrictions contained in this Contract are necessary to protect the legitimate continuing interests of SGBAU and the Service Provider and that any breach or violation thereof may result in irreparable injury and damage to the other party. Accordingly, each party hereby agrees that, in the event of such breach, the other party shall be entitled to seek equitable relief as granted by any appropriate court of law at Amravati, Maharashtra.

(Data Processing & Result Preparation)

10.2. Protection clause:

1. Since the Service Provider will be handling sensitive data of SGBAU such as database of students, mark details etc., it is mandatory on the part of the Service Provider to protect the interest of SGBAU by ensuring strict compliance of data security by deploying suitable Information security systems and policies. Necessary security measures including physical and electronic security measures should be put in place as per industry standards and IT act/s as amended from time to time. Service provider shall ensure all data related to the entire examination processes are handled with strictest confidence during the tenure of the contract, and return all the data and information of SGBAU and in possession of the Service Provider after termination of the contract, failing which SGBAU shall initiate suitable legal action within the purview of the contract.

2. The SP shall be protected by SGBAU by providing a conducive working environment in the University campus or any other identified locations and shall be further indemnified by SGBAU for any acts or all acts that are outside the purview of the scope of work mentioned herein. It is expressly understood that the SP is only the technology platform provider to carry out the scope of work as envisaged in the contract using its patent registered technology suite and shall not be responsible for any fallout actions outside the scope of the contract and accordingly SGBAU undertakes to protect the legitimate and continuing interest of the SP

3. Both the parties protect the continuing interest of each party as per the terms of the contract and shall do everything possible to honour the letter and spirit of the contract during the tenure of the contract.
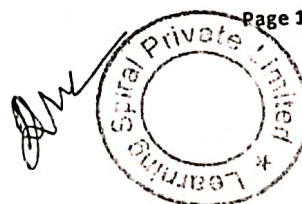
11. Termination :

1. SGBAU or SP may terminate the contract by giving six month notice, if the service provider is unable to render the services as detailed under clause 3 read with Annexure B of the contract. and if the SGBAU is unable to do the payment as detailed under clause 7 of the contract. However, the service provider will be required to complete the work for the current exam cycle at the time of issuance of such notice for termination. The SP will be given fair chance to put forth their points of view on receipt of notice of termination and the actual termination of the contract will be effected by SGBAU only after its proved beyond doubt that the SP has defaulted completely on its contractual obligations and after giving sufficient opportunities to rectify the said default of services in the interest of the principles of natural justice. Under no circumstances the contract can be terminated for convenience, as the service provider invests substantial money in the project besides incurring huge operating costs based on the firm contract being executed.

2. Force Majeure Event: On account of force majeure such as calamities, civil disorder, fire, earth quake, war and any acts of God, the Contract shall stand suspended till the force majeure conditions are set right. In such case, both the parties will endeavor to set right the situation and continue the contractual obligations once the conditions are improved.

12. Independent Contractor Relationship :

It is acknowledged and agreed that Service Provider's relationship with SGBAU is at all times hereunder is that of an independent contractor. SGBAU shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of, or legally bind SGBAU, and Service Provider shall not hold itself out as having any such authority. This Contract shall not be construed as creating a partnership or joint venture.

(Data Processing & Result Preparation)

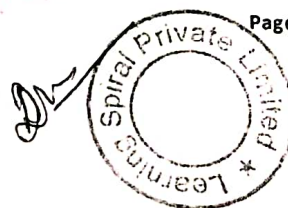### 13. Liability, Warranties :

Service Provider hereby warrants and represents that the Service Provider will provide the services requested pursuant to this Contract in a workmanlike and professional manner; Service Provider shall comply with all of its obligations under the contract; the results and proceeds of Service Provider's services provided hereunder do not and will not infringe upon the copyright, trademark or service mark rights of third parties; to the best of Service Provider's knowledge, the results and proceeds of Service Provider's services provided hereunder do not and will not infringe upon the patent rights of any third parties. Service Provider shall indemnify SGBAU of any such copyright, trademark or patent infringements, if any, during the subsistence of the contract.

14. Indemnity :

1. **Patent Indemnity:** The SP agrees to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, patent, Registered or Industrial Design, Trademark or Trade Name, Trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.

2. The SP will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.

15. Miscellaneous :

15.1. Access, Title and Insurance :

SGBAU, its agents, employees and contractors who, in Service Provider's discretion, do not pose a security risk to Service Provider personnel or property, shall be permitted access to Service Provider Location(s) to be accompanied at all times by an Service Provider escort, during normal business hours for the purpose of installing, operating, maintaining software or data, after giving a reasonable advance notice to Service Provider, provided, however, that SGBAU agrees to comply with Service Provider's security regulations and other local site operating policies and procedures while on the Service Provider Network Location for these express purposes. A reasonable advance notice of not less than SEVEN calendar days' for the above said purpose would be given by the University. The Service Provider shall arrange to get the insurance done at his own cost for all the assets installed for the project and the beneficiary of the insurance claim, if any will be the Service Provider or his assignee.

(Data Processing & Result Preparation)

15.2. Severability :

Whenever possible, each provision of this Contract will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held by a court of competent jurisdiction to be prohibited or invalid, such prohibition or invalidity shall not affect the remaining provisions of this Contract. In the event a court of competent jurisdiction shall determine and hold that the covenants contained herein are invalid or unenforceable for any reason, the parties hereby request that such court reform the provisions hereof in a manner to cause the covenants contained herein to be enforceable as closely as possible to the way in which originally written.

15.3. Counterparts :

This Contract may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which shall together constitute but a single instrument.

15.4. Further amendments :

The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this contract including mutually agreeable amendments if any.

15.5. Notices :

Any and all notices provided for herein shall be in writing and shall be considered as properly given if delivered to the party or sent by registered post, courier, fax or email to the parties hereto at the addresses set out below opposite their names or such other address or to the attention of such other person as the party shall have specified by prior written notice. Any notice under this Contract shall be deemed to have been given (a) if delivered in person, when so delivered or refused; (b) if sent by facsimile or a reputed courier, [SEVEN] business days following transmission or delivery to courier (as the case may be; or (c) if by registered or certified mail, [SEVEN] days following deposit in the Mail; (d) if sent by email to the email id of the person concerned.
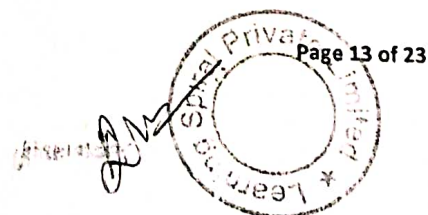
15.6. Binding effect :

This Contract shall bind and inure to the benefit of the parties, and their respective successors, heirs and assigns.

16. Dispute resolution :

1. If any disputes and claims arising out of or relating in any manner to this agreement on the breach, termination, non- performance, interpretation or validity thereof, shall first be discussed in good faith by officers duly nominated for the purpose by each party, with a view to resolving the same

(Data Processing & Result Preparation)

2. All and any disputes and claims aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, then the same shall be referred to a committee constituted by the Hon'ble Vice-Chancellor of the SGBAU. The SP will be provided sufficient opportunity to present its case before the said committee.

17. Law of the Contract :

This agreement shall be governed by the and interpreted in accordance with the laws in existence and the Jurisdiction of the Amravati, Maharashtra, India.
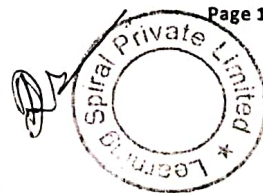
18. Penalty :

For each mistake SP will be liable for a penalty. In case of serious mistakes/ repeated mistakes or negligence SGBAU reserve right to cancel the contract & forfeit the security deposit at any point of time. Any delay in supply of desired reports on part of SP, the SP will be liable for penalty SGBAU reserve right for amount of penalty.

19. Short Closure of the Contract :

1. The proposed EMS (DPRP) project being sensitive and have impact on the students community, the University shall vest the rights to short close the contract awarded to the successful bidder, in case the bidder fails to deliver the services as per the scope of work for a continued period of six months or one exam cycle whichever is shorter. However, the contract shall not be short closed for any reason, whatsoever, other than the non-performance related of the SP. issues. Further the university understands that the SP may have to invest substantial money and resources in implementing the proposed EMS (DPRP) project and hence guarantees the SP that the contract once awarded shall continue to be performing as long as the services mandated under the scope of services are delivered by the SP professionally and timely. For non-compliance of the same, the university has the right to initiate actions against the SP after giving reasonable opportunity to the SP to course correct themselves and after following principles of natural justice.

2. During the contract period if university found the SP was blacklisted and given wrong self declaration regarding its blacklist status in any government/university then university will cancel the contract immediately and all its payable, security deposit, etc will be forfeited.

20. Assignment :

The parties cannot assign this contract to any other entity or agency either in whole or in part without agreeing to it in written form and as an amendment to this Contract and without affecting the contractual obligations both parties have agreed under the scope of this Contract.

Y-927

21. Survival :

The provisions of the Contract shall survive the termination of this Contract to the extent set forth in such provisions including the Dispute resolution, indemnity clause and equitable relief clauses.

22. Legal disclaimer :

This contract entered between SGBAU and Service Provider contains the entire Contract and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this contract. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the contract shall be enforceable without reference to the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this contract at Amravati, Maharashtra, India with full knowledge of its content and significance which is intending to be legally bound by the terms set out as aforesaid.

Name: **(Dr. Ajay P. Deshmukh)**
Registrar
For Sant Gadge Baba Amravati University

Name: **(Mr. Devesh D. Verma)**
Project Manager (Operation)
For M/s. Learning Spiral Pvt. Ltd.

Witnesses:

Witnesses:

Name: **(Dr. J D Wadate)**
Director, Board of Exam & Evaluation,
S.G.B. Amravati University,
Amravati

Name : **(Mr. Jyoti Bhusan Rath)**
Business Analyst,
Learning Spiral Pvt. Ltd.,
Kolkata.

Y- 928

WORKS CONTRACT

This works contract is issued by the Sant Gadge Baba Amravati University in continuation of the aforesaid contract for examination automation work and is an integral part of the contract. SGBAU shall pay the Service Provider the following financial consideration for the services mentioned here-under:

Cost Per Examination Per student for Three years contract inclusive of :

1. Development of Enrolment to Post Exam Work.
2. Required end to end and onsite service with call centre support wherever applicable

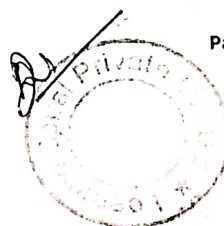| Sr. No.	Item description	Rate Per Examination Per student
1.	**Examination Management System Data Processing & Result Preparation (DPRP)** that includes deployment of: i. Examination Result Processing software , necessary hardware, networking and system utility tools ii. Project management / operations, maintenance and support services iii. Manpower, Support systems to deliver the mandated services as per scope of work	Rs.7.94 Per Candidate Per Exam
2	GST @ 18% (Add Service Tax @15% { i.e. Rs.1.19 } is substituted by GST @18% as per the decision wide Item No.166 of Management Council on dated 9.8.2017)	Rs.1.43
3	Total	Rs.9.37

Note : Cost include Technical Infrastructure attached on Annexure-C/ as per clasuse 3 Scope of services (page No. 3 to 5)

Terms & Conditions:

1. Duration of the contract: 3 years.

2. The effective date of commencement of the project will be the date of first examination going live.

3. a) The Service provider shall undertake the project by deploying the project of EMS (DPRP) system initially for examination of Bachelor of Art Part - I (Ist & IInd Semester), Bachelor of Commerce Part - I (Ist & IInd Semester),, Bachelor of Science (Ist & IInd Semester) during first examination form Winter 2017 cycle. After it's successful implementation in the EMS (DPRP) project other examination from respective faculties **as per the Maharashtra University Act- 2016** will be undertaken with mutual consent.

b) In case of change in examination pattern by the university as per the legislature during the course of agreement either in pre-examination, post examination procedure or college level conducted examination, in such case service provider shall be eligible for full payment as per agreed rate uner this agreement , provided even if the service provider has carried out partial component of the examination.

(Data Processing & Result Preparation)

4. SGBAU shall deduct TDS on the payments and shall furnish the TDS certificates to the Service Provider to that effect within 30 days.

5. Any other statutory taxes and levies that may come into force from time to time may be applied by the respective parties effective from the date they become applicable.

6. **Payment Terms:** 50% (Fifty percent) of the amount pertaining to Pre exam services shall be paid on completion of pre exam activity satisfactorily. The remaining 50% amount shall be paid on satisfactorily completion of Post Exam services. Payment should be processed with 15 days of bill submission.

7. It's clearly understood that SP is only a technology support & Service provider for Examination Management System (DPRP) project undertaken by the SGBAU and will limit its services to IT & Non-IT administration of the project while the University shall manage their academic administration on their own in view of the sensitivity of the project being undertaken.

8. The works contract is issued by the Registrar of SGBAU under the seal of the University on the day first mentioned above and the service provider acknowledge the receipt of the works contract as per the terms stated above.

9. All terms & conditions mentions in the tender notice NO. SGBAU/2/Store/1552/2016-17, Dated 2.3.2017 shall be applicable for this agreement.

Name: (Dr. Ajay P. Deshmukh)
Registrar   REGISTRAR
For Sant Gadge Baba Amravati University
Amravati University,
Amravati.

Witnesses:

Name: (Dr. J D Wadate)
Director, Board of Exam & Evaluation, 24.1.18
S.G.B. Amravati University,
Amravati

Name: (Mr. Devesh D. Verma)
Project Manager (Operation)
For M/s. Learning Spiral Pvt. Ltd.

Witnesses:

Name : (Mr. Jyoti Bhusan Rath)
Business Analyst,
Learning Spiral Pvt. Ltd.,
Kolkata.

(Data Processing & Result Preparation)

Y-332

SCOPE OF WORK

General functional area of the solution is described as below:

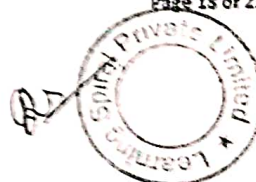| Sr. No.	Section	Particulars
1.	I	Pre-Examination System covering exam scheduling, attendance and fee management, hall ticket generation etc.
2.	II	Post Examination System covering result processing, moderation, digital authentication of certificates, post exam report generation etc

Section I Pre-Examination System Specifications :

The proposed system should:

1. Enrolment Online Registration Module : This Module will be required for Online enrolment of Students, Edit List of Registration form with Invalid Flag , if any generation of Registration Enrolment No., Print Enrolment Cards with SMS alert to students.

2. Eligibility Checking Module : Based on the Information Provided by the candidate, this module determine the eligibility of admission of the candidate.

3. Support management of master data related to Courses, Branches, Subjects, Colleges and Students. Bulk data upload option should be made available for the master data management.

4. Be able to handle the exam related processes for both ex-students along with the regular batch students , Pulling of failure students data. All Students should be provided with PRN number in the system

5. Software must provide self-service functionality. Logins will be provided to each user on privileged based access (including students & faculty), where they can view and do transactions in self-service manner.

6. Software must provide role-based privileged and ensure proper security of data and transactions

7. Online Registration Module for Enrolment & New Exam Forms.

8. Edit List & Correction in Exam Forms

9. Generation of Capacity Chart (Examination Centre wise).

10. Allocation of Number of Candidates to centre(Seating Arrangement)

11. Assigning of Roll No. & Centre

12. Pre Exam Report College wise , Centre Wise Roll List , Dispatch Sheet etc.

13. Enable the University to define exam fee details and the schedule of exam fee payment.

14. Make necessary provisions for exam application and exam fee payment. The college Principal should have the right to approve / reject exam applications.
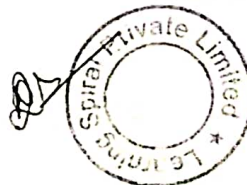
(Data Processing & Result Preparation)

Page 18 of 23

15. Allow entry of internal marks from college login. The College Principal should have the right to approve / reject the entered internal marks along with remarks.

16. Online Admit Card Generation Module : Generate the hall ticket / admit card for the students based on the exam applications as per the norms of University. The authorised college officials should have the provision to view and print the hall ticket / admit card before the examination process.

17. Allow bulk upload, publish and update of the exam schedule / time table.

18. Provide user interfaces for management of the external examiners / exam supervisors for invigilation process of the scheduled theory & practical exams based on the zone, college, exam series, course, batch and semester.

19. Have options for the University to create indent for question paper delivery according to the number of students who have applied for the exams in each college / exam centres Packing List for Question Paper Dispatch.

20. Provide college wise / centre wise roll number list consisting of College Name, centre name, Exam Name, Course, Subject, Date of Exam, Batch, Semester, Unique Student Identity Code, Student Name and Photo for a particular exam series.

21. Provide login credential to students, Colleges & faculties/evaluators ,Officers, etc.

22. Control Sheet – ICR Forms for Accepting MARKS OR Evaluation Module : Provide interface for the authorized college officials to enter the details of exam absentees and malpractice / unfair means cases for every exam session.

23. Input Evaluation Module : The evaluation module would award the marks to individual examwise subject wise marks through Login Credential to evaluator and Module for various required input during Post exam

24. Theory External Marks through Evaluation Modules/ Control sheet.

25. Sessional / Internal Marks from college through Evaluation Module

26. Previous Exam marks Module (if not available in Database for Final Year Exam for Division)

27. Edit List for Marks and Other inputs .

28. Correction in Marks & Other Inputs.

29. Attendance sheet report for theory marks to exam centre & for practical marks to the colleges.

30. Also have virtual notice board for University to upload important communications for view by the faculties and other authorized users.

31. Exam wise, subject wise work distribution for appointing examiner division of work (DOW)

(Data Processing & Result Preparation)

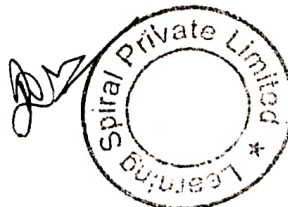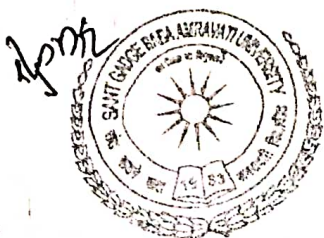## Section II: Post Examination System Specifications

1. The system should have provisions to define Credit, grades , grade points for allocating Semester Grade Point Average (SGPA) and Cumulative Grade Point Average (CGPA). Processing of result to generate grades/SGPA and CGPA

2. The proposed system should provide ordinance / moderation facility for the authorized University officials to scientifically analyze the marks and take decisions related to grace marks and division benefit.

3. The concerned authority should be able to approve and publish / reject the results after all the moderations and ordinances have been done to the final results. The rejected results should be made available for rechecking by Director, Board of Exam & Evaluation.

4. The proposed system should enable view of the statistical analysis and reports (tabulation chart / assembly register) by the authorized University official.

5. The proposed system should allow the competent designated officer of the University to view the pass, failed, absentees and withheld count and the count of students in each grade with respect to Exam, Degree, Course, Gender, Caste, Batch, Semester and Subject, etc.

6. The system should allow the students to view the results online by entering their unique student identity code/PRN (Permanent Registration Number)

7. The system should provide options for the students to apply for revaluation, photocopy / viewing of the answer scripts/redressal.

8. The proposed system should seamlessly integrate with the University web site and other approved Govt. websites for declaring the results.

9. The system should allow the authorized examination section staff officials to generate and print the mark sheets and certificates of the students with appropriate security features.

10. The proposed system should provide digital authentication of all certificates including mark sheets, degree certificates etc on a suitable web interface for "anytime & anywhere" validation of the certificates issued by the university

11. Para matrix report generation for merit list/medal list as per rules & regulations of the University

12. **Processing of Results :**

    A) Post Exam Report :

    Edit list of result for clearing withheld, tabulation register, result analysis, marksheet , merit list (overall and subject wise) by category, district, gender etc, press release.

    B) Degree printing & Convocation :

    Entry of application, convocation list and letters to students/colleges, degree certificates (in English and devnagari language)

(Data Processing & Result Preparation)

Y- 933

13. The end result of the above should be stored in standardized formats, like PDF/TIFF.

14. SP shall provide College wise Roll list, Center wise Roll list and Tabulation register on fanfold 13.6"x12"x2 continuous stationary on Line Printer. Report shall be printed locally on computer with direct server interface. It will be faster as per existing report format.

15. Mark sheet shall be printed on continuous pre printed stationary on Line Printer, report shall be printed locally on computer with direct server interface.
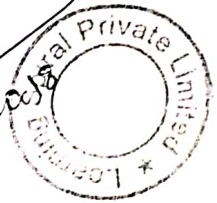
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Registrar
For Sant Gadge Baba Amravati University
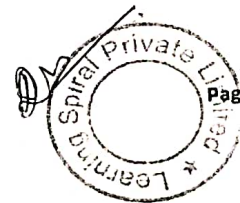
Name: (Mr. Devesh D. Verma)
Project Manager (Operation)
For M/s. Learning Spiral Pvt. Ltd.

Witnesses:

Name: (Dr. J D Wadate)
Director, Board of Exam & Evaluation,
S.G.B. Amravati University,
Amravati

Witnesses:

Name : (Mr. Jyoti Bhusan Rath)
Business Analyst,
Learning Spiral Pvt. Ltd.,
Kolkata.

(Data Processing & Result Preparation)

Y- 934

Technical Infrastructure

Sr.No.	Name of Equipment & Specification **	Quantity
1.	High end database server with database	
2.	Application server systems of suitable configuration	
3.	Domain control server system of suitable configuration and Back-up server of suitable configuration	
4	Web hosting server space, domain etc.	
5.	Any other hardware/ software/ fireball/etc. (Please , Add row if needed) fire wall	

** Number required for the optimal performance of the system as per the requirement and situation.

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Director
Board of Examinations and Evaluation
Sant Gadge Baba Amravati University

(Data Processing & Result Preparation)