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CONTRACT
FOR IMPLEMENTING
# EXAMINATION MANAGEMENT SYSTEM

This document along with all its Schedules/Annexures (hereinafter referred to as the Contract", as defined hereinafter) is made at Amravati - 444602, Maharashtra, India on this 18th day of February, 2016, by and between:

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

AND

Mindlogicx Infratec Ltd., a company registered under Indian Companies Act, 1956 and having its registered office and business at 10/1-B, Graphite India Road, Hoodi, Near Whitefield, Bangalore, Karnataka-560048, represented by Mr. Raghav Narayan, Director Marketing who is authorized to sign, execute vide a board resolution dated 24th October 2015 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**)
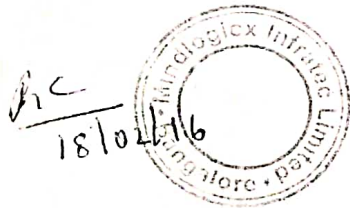
1. RECITALS

WHEREAS SGBAU established on 1st May 1983 started it's academic and administrative activities under the leadership of Dr. M. K. Khedkar, the Vice Chancellor of the University and geographically covers the western Vidarbha belt emcompassing five districts — Amravati, Akola, Yavatmal, Buldhana and Washim of Maharashtra State.

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.).

WHEREAS the University has 9 faculties which includes Arts, Commerce, Sciences, Medicine, Education, Social Science, Law, Home Science, Engineering & Technology. The University has facilities to offer post-graduate & advanced education in Computer, Biotechnology, Business Management, Law & degree courses in Chemical-Technology.

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.

WHEREAS SGBAU has envisaged implementing Examination Management System (generally referred to as EMS) for all faculties of the University.

WHEREAS SGBAU had released an open tender calling for eligible technology companies to manage the examination systems end to end, covering the entire life cycle of the examination processes of the university.

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.

WHEREAS SP has specialized in providing such Examination Management System 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/2Store/833/2015-2016 dated 21.12.2015 by SGBAU.

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 SP as per the terms mentioned here under, which the Service Provider has accepted on this date for the consideration as stipulated in the Contract.

WHEREAS The purchase committee of SGBAU vide item No.17, dt. 15.02.2016 has approved the rates for implementing the "EXAMINATION MANAGEMENT SYSTEM".

WHEREAS The Hon'ble Vice Chancellor of SGBAU has granted approval to this agreement under section 14(7) of M.U. Act,1994 on 18th day of February, 2016.

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.

REGISTRAR
Sant Gadge Baba
Amravati University

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:

- **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

- **SP or Service Provider** means M/s. Mindlogicx Infratec Ltd., a company registered under Indian Companies Act, 1956 and having its registered office and business at 10/1-B, Graphite India Road, Hoodi, Near Whitefield, Bangalore, Karnataka - 560048, which has been awarded the said contract to render the services under the scope of this contract.

- **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.

- **EMS** means Examination Management System and all Services under this Contract.

- **Nodal Centre (NC)** means that the facility to be setup in the university main campus to manage the proposed project

- **Central Monitoring Centre(CMC)** means that the facility to be setup in the university to manage the Question Paper Delivery System(QPDS).

- **Exam Delivery Centre (EDC)** means the identified locations / colleges / examination centres where QP are received from the university in a secured environment and printed or digital made available to the students in the exam halls **Just In Time (JIT)**

- **Digital Scanning Centre (DSC)** means the facility to be set up for scanning the handwritten answer scripts for digital evaluation by registered faculties

- **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.

- **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

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

- **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.

- **Competitor:** "Competitor" means any person, entity, corporation, partnership, association, joint venture or other organization that engages in or attempts to engage in the Service Provider Business or SGBAU's Business, respectively.

- **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 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.

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

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

i. The Service Provider shall undertake the project by deploying the Examination Management System (EMS) initially for 4 desirable faculties during Summer 2016 exam cycle and shall provide the services for other faculties registered with the university from Winter 2016 exam cycle onwards, for the entire duration of the contract.

ii. The Service Provider shall set up necessary IT infrastructure such as servers, scanners, computers, IP cameras , UPS & accessories, application software, operating systems & database tools, system utilities etc at the identified and agreed locations for setting up Nodal Center (NC) and Central Scanning Center (CSC) for the University, Similarly the SP shall set up necessary computer systems, printers and UPS or digital gadgets in the identified and agreed locations for receiving the QP from the university in a secured environment and printing or digitally making them available to the students in the exam halls **Just In Time (JIT)**. The facilities set up shall be managed by the SP throughout the contract period.

iii. University shall identify suitable colleges with all required infrastructure like computers, LAN network, internet bandwidth, electricity with suitable power backup, etc. Mindlogicx shall pay an amount of 3.00/answer script to the evaluation centres for utilizing this facility for evaluation of answer script. No additional cost shall be paid to the evaluation centre other than this Rs.3:00/ answers script. This amount shall be paid after receipt of the 100% payment from the university.

iv. The SP shall deploy qualified and trained manpower in NC and DSC to manage the project ongoing basis and provide the support to the university as per the scope of the contract and

terms of delivery. The authorised manpower at the EDC shall be trained by the SP to handle the QP delivery and onward transmission to the students Just In Time (JIT)

v. SP shall further set up technical helpdesk facility during QP delivery and online Digital Evaluation during the examination periods.

vi. The Service Provider shall be responsible for the above services using technically qualified and trained man power both on rolls and outsourced to manage the project ongoing basis till the expiry of the contract.

vii. During the period of the contract, for efficient handling of the project, the Service Provider shall set up the necessary

- o IT infrastructure known as the NC as stated above along with their Examination Automation software suite in the university campus and connect the same with its or its affiliate data centre for continued delivery of services as per scope of work. The maximum number of NC shall be **1 (One).**

- o IT systems known as the EDC as stated above which includes Computer systems, printers / digital printing gadgets, UPS, IP Camera and QP delivery software etc. for enabling QP delivery in each identified exam centre Just In Time (JIT). The number of EDC shall be maximum of **175 (One Hundred & Seventy Five)**

- o IT facilities known as the DSC as stated above which includes Computers, scanners, UPS, scanning software etc. to enable digitizing the answer scripts. The number of DSC shall be maximum of **5 (Five)**

viii. The Service Provider shall provide facility for Disaster Recovery in a different seismic zone during the duration of the contract period

ix. The Service Provider shall set up Bi-Lingual Help Desk facilitate during the evaluation of the answer scripts which will be open for 10 hours / day and 7 days / week.

x. The Service Provider shall provide necessary software tools for management of stacking of the Answer Scripts for future retrieval.

xi. 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.

xii. If any additional customization or changes are required in the software & any other operational changes (Technical / Administrative) required for smooth functioning of the system, apart from the features defined in the scope of services in Annexure – B, the same may be undertaken by the SP only when SGBAU confirms in writing for the consideration mutually agreed.

xiii. 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

II. **Responsibilities of SGBAU**

i. SGBAU shall provide space in the University to set up the NC and the DSC and space in the identified colleges / exam centres to set up the EDC for QP delivery.

ii. The facilities provided at the NC, DSC & EDC will have suitable power, required internet bandwidth, Air conditioners, furniture and fittings etc as per the specifications given by the SP. The facilities shall have additionally Air conditioners, tables & chairs etc, in the Nodal Center, DSC and the EDC that will be provided by SGBAU/Affiliated colleges free of cost. The UPS at NC, DSC & EDC will be provided by SP.

iii. SGBAU shall ensure that the required stable internet bandwidth as suggested by SP is provided at each of the digital scanning centre (DSC) during scanning operations for timely transfer of scanned data to the Nodal Centre free of cost. It is understood that any disruption in the internet bandwidth in the scanning centres shall impact the timelines to complete the activities.

iv. SGBAU shall set up Central Monitoring Centre for uploading the question paper and have provision for help desk to support exam delivery centres in decryption, downloading and printing of question papers at the time of examination.

v. SGBAU/Affiliated colleges shall provide required computers / computer labs for conduct of evaluation of answer books at identified centres or locations. Such facility shall have suitable power, back-up power, required internet bandwidth with redundancy as per the specifications given by the SP and SGBAU/ Affiliated Colleges shall also provide additionally Air conditioners, tables & chairs etc. free of cost. However, it is agreed that SGBAU shall set up an evaluation centre with a minimum of 200 computers for evaluation purpose at the University campus within a period maximum 1 year. In the interest of the project and the faculties it is agreed that SGBAU shall explore and move the evaluation completely online within one and half year. By online evaluation, SGBAU shall achieve "evaluation on the go" and "Anytime & Anywhere evaluation" in line with the advancement of the technology towards cloud and mobility. To achieve this ambitions goal and to ensure SGBAU stays as a technically superior institution, SP shall ensure to provide required technical support system such as secured cloud and encrypted data transfers as per industry best standards and assist in mobility through suitable mobile devices such as tablets.

vi. SGBAU shall provide Faculties, examiners, officials and support staff to manage the academic part of the EMS project such as QP setting, QP printing at exam centre, AS evaluation etc besides providing timely approvals of the tasks undertaken by the SP at various stages of the project etc

vii. 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 CoE (Examination Section) to be uploaded into the system.

viii. SGBAU shall also provide duly validated data such as the Course details, Exam schedule, fees details, attendance details etc which can be either directly entered into the system by SGBAU or can be uploaded into the system by the SP

ix. SGBAU shall be responsible for preparation and transmission of the question papers for secured delivery to various exam centers through the software application installed by the SP at the Nodal Centre/Central Monitoring Centre at the University.

x. SGBAU shall be responsible to authorize and provide Officers-in-charge and Co-officers in-charge at each of the colleges or exam centres for authentication and printing of the question papers during exam period. However, it is agreed that the SP shall provide temporary manpower at some of the colleges / exam centres where it is difficult for the affiliated colleges/Exam Centres to identify qualified manpower, such manpower will be made available during the QP delivery time at exam centres wherever necessary. On completion of the QP delivery, SGBAU shall provide electronic copy of the question papers to the SP for fragmentation to enable electronic evaluation of the answer scripts

xi. SGBAU shall provide database of approved evaluators in electronic form to the SP in order to create master data base for evaluation of answer sheets.

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xii. SGBAU shall provide answer booklets with cover page of minimum 95 GSM and inside paper of minimum 70 GSM for quality scanning of the same and also provide barcode on every page of answer books.

xiii. SGBAU shall take the responsibility of providing necessary space and manpower and undertake the work of stacking the physical hand written answer scripts in a safe environment for their future retrieval.

xiv. SGBAU shall be responsible for printing mark sheets, degree certificates, provisional certificates etc. in the pre-printed stationeries through the software.

xv. SGBAU shall ensure that adequate safety and security is provided to all IT infrastructure deployed at Nodal Centre, Central Monitoring Centre, Exam Delivery Centre and Digital Scanning Centre.

xvi. SGBAU shall inform SP within 5 working days on receipt of data / reports, in case of any clarifications required in the data / reports provided, after which it will be presumed that the University has no query in the report and has accepted the report to its fullness.

xvii. SGBAU shall limit the working hours for keeping the evaluation centre open at maximum of 10 hours / day and 7 days / week in case of central evaluation at the university campus and the same will be made available on 24x7 basis once the evaluation is moved completely online.

4.2. Training

The Service Provider shall provide training to the staff of SGBAU & Affiliated Colleges/Exam Centres on the operation of the project. For this a specific training schedule will be made by the Service Provider as and when required and the same will be approved by the SGBAU

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. Service Provider shall ensure 99% uptime of the services all the time.

4.4. Compensation

For services rendered as per this Contract the Service Provider shall be compensated financially by SGBAU on per exam paper/ 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 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 Examination Management 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 Service Provider. SGBAU shall acknowledge and agree to vest the IPR with the Service Provider after expiry of the project tenure. This includes source code, process documents, flow charts, project management templates and other resources developed by the Service Provider 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 SGBAU data, information, research and development, knowledge pertaining to the courses offered by the SGBAU, any other field of research and development, shall be used and / or extracted by the Service Provider for any use whatsoever without the written consent of the University.

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 term of this contract shall be for a period of 6 years commencing from Summer 2016 exam cycle. On completion of the six years' term, the contract may be further renewed for a period of another 6 years 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 for per answer script per student and per valuation basis.

S. No.	Item description	Rate per exam paper / student in Rs.
1.	Examination Management System a) Pre exam services b) QP Delivery Services c) Digital Evaluation Services d) Post Exam Services	a) Rs. 4.00 / - b) Rs. 19.00 / - c) Rs. 22.00 / - d) Rs. 5.00 / -
2.	Total amount per exam paper / student in Rs.	Rs. 50.00 / - (Rs. Fifty only)
3.	**Optional Services**	
A	Enabling View Answer Script option / student / answer Script	Rs. 10.00 / - (Rs. Ten only)
B	Enabling Revaluation / Challenge Revaluation option / student / answer script	Rs. 5.00 / - (Rs. Five only)
C	Printing of duplicate or additional mark sheet / printed copy / student	Rs. 10.00 / - (Rs. Ten only)
D	Printing of duplicate or additional degree certificates / printed copy / student	Rs. 25.00 / - (Rs. Twenty Five only)

7.   PAYMENT TERMS

a.   100% of the amount pertaining to pre-exam services of a particular faculty shall be paid on completion of pre-exam activity. The SP can raise the invoice in respect to pre-exam services on completion of 95% of pre-exam activity for realization of 100% payment towards pre-exam services.

b.   100% of the amount pertaining to QP delivery services of a particular faculty shall be paid on completion of QP delivery activity. The SP can raise the invoice in respect to QP delivery services on completion of 95% of QP delivery activity for realization of 100% payment towards QP delivery services.

c.   100% of the amount pertaining to digital evaluation services of a particular faculty shall be paid on completion of digital evaluation activity. The SP can raise the invoice in respect to digital evaluation services on completion of 95% of digital evaluation activity for realization of 100% payment towards digital evaluation services.

d.   100% of the amount pertaining to post exam services of a particular faculty shall be paid on completion of post exam activity. The SP can raise the invoice in respect to post exam services on completion of 95% of post exam activity for realization of 100% payment towards post exam services.

e. Full Payments for optional services delivered shall be made on completion of the work by the SP and within 15 days from the date of submission of the invoices by the SP

f. All the above Payments shall be made within 2 weeks from the date of the invoices raised by Mindlogicx. The payment shall be made by way of crossed account payee cheque / Demand Draft or electronic transfer to the designated account of Mindlogicx Infratec Limited

g. SGBAU shall deduct TDS as applicable and shall furnish the TDS certificates to the Service Provider to that effect within 30 days

h. Service tax is not applicable for this service as on date and hence shall not be charged for the services. However, if there is any change in the Government notification regarding the service tax application in future, the same shall be charged extra as applicable

i. 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

j. The services indicated as optional services in Commercial Terms, Clause 6, S. No. 3, shall be availed as per requirement and usage only.

k. The prices agreed above shall be subjected to price escalation @ 7.5% every year during the contract period accounting for standard inflation.

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 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. Offer employment to a person who is or was employed by Service Provider during the then immediately preceding one year, or assist any other person or entity in offering employment to a person who is or was employed by Service Provider, during the then immediately preceding one year, without the prior written consent of Service Provider;

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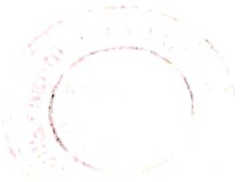
9.2. By Service Provider

1. Offer employment to a person who is or was employed by SGBAU during the then immediately preceding one year, or assist any other person or entity in offering employment to a person who is or was employed by SGBAU, during the then immediately preceding one year, without the prior written consent of SGBAU.

2. 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.

   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.

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

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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

4. Short Closing of the Contract: The contract cannot be short closed for any reasons other than gross failure on the part of the SP to deliver the mandated services.

5. Downsizing of the Contract: Downsizing of the contract by way of reducing the scope of work or reducing the number of students who will be put through the system etc cannot be done by SGBAU under any circumstances as the SP will be investing huge resources for the project based on the firm contract being executed.

11. TERMINATION

1. SGBAU 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. 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. Service Provider may terminate the contract by giving six-month notice to SGBAU, if SGBAU does not adopt the technology across the University for all the students within two year of signing the contract or if SGBAU does not make the payments as per the payment terms indicated in clause 7, without prejudicing its rights on the payments due as on that date. Under no circumstances the contact can be terminated for convenience by the service provider.

3. 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.

13. LIABILITY, WARRANTIES

1. 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.

2. Further the Service Provider warrants and represents that he will provide minimum guaranteed standard of services as per scope of work so that examination functions of SGBAU are not adversely affected reasons solely attributable to the Service Provider

14.   INDEMNITY

14.1 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.

14.2 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.

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

16.1 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

16.2 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.

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Amravati.

17. 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.

18. 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.
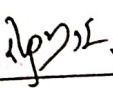
19. LEGAL DISCLAIMER

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.
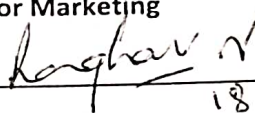
For Sant Gadge Baba Amravati University

Registrar 18/02/2016

Name: (Dr. Ajay Deshmukh)

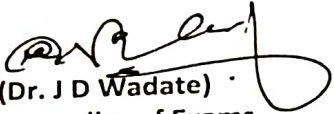**For Mindlogicx Infratec Ltd**

Director Marketing 18/02/16
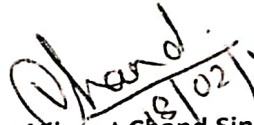
Name: (Mr. Raghav Narayan)

Witnesses:

Name: (Dr. J D Wadate)
Controller of Exams,
S.G.B. Amravati University,
Amravati

Witnesses: 08/02/16

Name: (Mr. Vikrant Chand Singh)
Associate Vice-President,
Mindlogicx Infratec Ltd.,
Bangalore

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:

S. No.	Item description	Rate per exam paper / student in Rs.
1.	Examination Management System a) Pre Exam Services b) QP Delivery Services c) Digital Evaluation Services d) Post Exam Services	a) Rs. 4.00 / - b) Rs. 19.00 / - c) Rs. 22.00 / - d) Rs. 5.00 / -
2.	Total amount per exam paper / student in Rs.	Rs. 50.00 / - (Rs. Fifty only)
3.	**Optional Services**	
A	Enabling View Answer Script option / student / answer Script	Rs. 10.00 / - (Rs. Ten only)
B	Enabling Revaluation / Challenge Revaluation option / student / answer script	Rs. 5.00 / - (Rs. Five only)
C	Printing of duplicate or additional mark sheet / printed copy / student	Rs. 10.00 / - (Rs. Ten only)
D	Printing of duplicate or additional degree certificates / printed copy / student	Rs. 25.00 / - (Rs. Twenty Five only)

Terms & Conditions:

1. Duration of the contract: 6 years.

2. The effective date of commencement of the project will be the date of first examination going live. The University has to adopt to the examination management system initially for 4 desirable faculties during Summer 2016 exam cycle and shall provide the services for other faculties registered with the university from Winter 2016 exam cycle onwards.

3. Currently Service tax is not applicable for this service. In case the Government issues any notifications for changes, the same shall be applicable as per the notice.

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. The prices agreed above shall be subjected to price escalation @ 7.5% every year during the contract period accounting for standard inflation.

7. Payment Terms:

   a. 100% of the amount pertaining to pre-exam services of a particular faculty shall be paid on completion of pre-exam activity. The SP gan raise the invoice in respect to pre-exam services on completion of 95% of pre-exam activity for realization of 100% payment towards pre-exam services.

b. 100% of the amount pertaining to QP delivery services of a particular faculty shall be paid on completion of QP delivery activity. The SP can raise the invoice in respect to QP delivery services on completion of 95% of QP delivery activity for realization of 100% payment towards QP delivery services.

c. 100% of the amount pertaining to digital evaluation services of a particular faculty shall be paid on completion of digital evaluation activity. The SP can raise the invoice in respect to digital evaluation services on completion of 95% of digital evaluation activity for realization of 100% payment towards digital evaluation services.

d. 100% of the amount pertaining to post exam services of a particular faculty shall be paid on completion of post exam activity. The SP can raise the invoice in respect to post exam services on completion of 95% of post exam activity for realization of 100% payment towards post exam services.

e. Full Payments for optional services delivered shall be made on completion of the work by the SP and within 15 days from the date of submission of the invoices by the SP.

f. All the above Payments shall be made within 2 weeks from the date of the invoices raised by Mindlogicx. The payment shall be made by way of crossed account payee cheque / Demand Draft or electronic transfer to the designated account of Mindlogicx Infratec Limited.

8. The services indicated as optional services in Commercial Terms, Clause 6, S. No. 3, shall be availed as per requirement and usage only.

9. It's clearly understood that Mindlogicx is only a technology support & Service provider for End to End Examination Management System 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.

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.
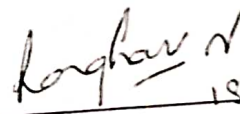
For Sant Gadge Baba Amravati University

Registrar

18/02/2016

_____

Name: (Dr. Ajay Deshmukh)

Witnesses:

Name:

(Dr. J D Wadate)
Controller of Exams,
S.G.B. Amravati University,
Amravati

For Mindlogicx Infratec Ltd

Director - Marketing

18/02/16

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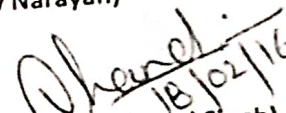
Name: (Mr. Raghav Narayan)

Witnesses:

Name:

18/02/16

(Mr. Vikrant Chand Singh)
Associate Vice President,
Mindlogicx Infratec Ltd.,
Bangalore

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SCOPE OF WORK

The overall functional area of the solution is described as below:

Sl. No	Functional Area
a)	Pre-Examination System covering exam scheduling, attendance and fee management, hall ticket generation, etc
b)	Secured Question Paper Delivery System
c)	Digital Valuation System
d)	Post Examination System covering result processing, moderation, digital authentication of certificates, post exam report generation, etc

Detailed Scope of Work

a) **Pre-Examination System covering exam scheduling, attendance and fee management, hall ticket generation, etc**

- 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.
- Be able to handle the exam related processes for both ex-students along with the regular batch students. All students should be provided with a PRN number in the system.
- Enable the University to define exam fee details and the schedule of exam fee payment
- Make necessary provisions for exam application and exam fee payment. The college Principal should have the right to approve / reject exam applications.
- Allow entry of internal marks by authorised college officials. The College Principal should have the right to approve / reject the internal marks entered along with remarks.
- 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.
- Allow bulk upload, publish and update of the exam schedule / time table.
- 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.
- 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.
- 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.
- Provide login credential to students, Colleges & faculties/evaluators, Officers, etc.
- Provide interface for the authorized college officials to enter the details of exam absentees and malpractice / unfair means cases for every exam session.
- Also have virtual notice board for University to upload important communications for view by the faculties and other authorized users.

b) Secured Question Paper Delivery System

- The proposed system should have options for conducting multiple exams in a single day across all exam centers.

- The system should generate question paper (QP) either through randomization of questions from QP databank OR through randomization of QPs authored by a set of QP setters (through invitation) OR direct QP upload by the authorized official of the University. The option of QP generation will be finalised by the Pro VC/CoE depending on the requirement.

- QP uploading from the University Nodal Centre (NC)/Central Monitoring Centre(CMC) for an exam session should happen only once and not on college by college basis. The proposed system should take care of QP delivery to the EDC as per the QP indent.

- Proper security and authentication systems should be put in place for secured delivery of QP from the NC to the EDCs.

- The QPs published by the University from the NC/CMC as per the exam schedule should be electronically delivered to the EDCs instantaneously using industry standard encryption technology and other security systems as deemed appropriate to ensure the sanctity of the whole process.

- The decryption and delivery of the question papers at the exam centres should be enabled through suitable password or unique key based authentication within the stipulated time given by the University which is normally Just In Time (JIT) or not more than one hour from the time of pushing the QP in a secured manner from the NC/CMC.

- The average TIME WINDOW for QP access at the EDC and delivery of the same to the students in any college / exam centre should not be more than 45 minutes. This feature in the system should be parameterizable as per the specific requirements of the University.

- It is the responsibility of the University to publish / push the question paper from the Nodal Centre (NC)/CMC to the Exam Delivery Centre using the technology provided by the service provider. At the exam centre the authorized official of the University along with the authorised college official shall use the keys to access the QP and deliver them to the students. Under no circumstances the employees of the SP shall have access to QPs at any point of time.

- A proper tracking module to be deployed for Pro VC / CoE to monitor the delivery of QPs vis-a-vis the exam schedule / indent.

c) Digital Valuation System

- The proposed system should enable digitization of the hand written Answer Scripts (AS) with appropriate resolutions and store the same in the servers for online evaluation in a distributed environment by the registered faculties/examiners.

- The evaluation process shall be either centralized or online which is "anytime, anywhere" with industry standard security features tightly integrated.

- The digitization process should have:
  - the ability to read Barcode / OMR from the AS.
  - automatic generation of unique random numbers for each AS to ensure anonymity.
  - masking of select fields on any or every page of the AS.

- The proposed system should have built in features for tracking the entire life cycle of the process viz., receipt of the physical AS from the University to digitising, to sorting for preparation of evaluation, and handing over the same back to the University. The proposed system shall facilitate the University officials for stacking the AS in a storage area and then enable them to locate and pull out the physical AS from the storage area in case of any requirement by the university.

- The proposed system should enable Question paper and scheme / answer key fragmentation for digital evaluation of the AS.
- The proposed system should enable the digital evaluation of AS only by authorized evaluators of the University for which there must be an approval mechanism built in.
- The proposed solution should provide suitable authentication using login id and password to the evaluators. Provision shall also be given for the password to be sent to the registered mobile numbers of the evaluators.
- The system should dynamically allot the digitised AS to the registered evaluators through randomization and ensure complete secrecy in the whole process. Randomization and allocation of the AS should be fully automated.
- The proposed digital evaluation system should be user friendly with AS, QP, Scheme and Marks Entry, etc provided on the same screen in a single window with zoom in / out and rotation facility. The system should also have options for carrying out annotations during evaluation.
- The un-evaluated AS by any particular faculty should get back to the common pool in the server at the end of the day and should be made available to other faculties for evaluation
- The proposed system should allow multiple levels of evaluation that will be configured by the University through a set of rules and configurable parameters.
- The proposed system should provide option for certain percentage of the AS already evaluated to be allocated for moderator review and further evaluation as per the University norms.
- A proper tracking system should be made available for monitoring the number of AS received by the SP, digitised, evaluated and pending evaluation have to be made available to the PRO VC / CoE.
- The system should provide digitised copy of the AS along with marks to the students under RTI / Court reference or any other legal purpose as desired by the University.
- The proposed system should have the feature to revaluate the AS without disclosing the marks entered during the previous evaluation(s).
- The system should have features to extract copies of the digitised copy of AS along with marks and annotations by the University immediately after evaluation / declaration of results for record keeping purposes.
- The proposed system should have stacking module for enabling proper storing and retrieval mechanism of physical answer scripts after scanning the answer scripts.
- Hardware for the purpose of digitizing the Answersheet should be part of the scope.
- Hardware for the purpose of evaluating of the digitized Answersheets will be available at evaluation centres/colleges.
- If the agency chooses to install temporary scanning infrastructure within University premises, the space and other required facility will be provided by University.
- It is responsibility of the University to provide evaluators, timely and pay them for their services. SP prices are excludes payment to evaluators/examiners.

d) **Post Examination System covering result processing, moderation, digital authentication of certificates, post exam report generation,etc**

- The system should have provisions to define grades and grade points for allocating Semester Grade Point Average (SGPA) and Cumulative Grade Point Average (CGPA).
- The proposed system should provide ordinance / moderation facility for the authorised University officials to scientifically analyse the marks and take decisions related to grace marks and division benefit.

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- The CoE 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 CoE.
- The proposed system should enable view of the statistical analysis and reports (tabulation chart / assembly register) by the authorised University official.
- The proposed system should allow the Pro VC / CoE 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.
- The system should allow the students to view the results online by entering their unique student identity code/PRN (Permanent Registration Number).
- The system should provide options for the students to apply for revaluation, photocopy / viewing of the answer scripts/redressal.
- The proposed system should enable viewing of answer scripts to the students after making the defined payment.
- The proposed system should seamlessly integrate with the University website and other approved Govt. websites for declaring the results.
- The system should allow the authorised examination section staff officials to generate and print the mark sheets and certificates of the students with appropriate security features.
- 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.
- Paramatrix report generation for merit list/medal list as per rules & regulations of the University.

@@@ End of the document @@@

Director
Board of Examinations and Evaluation
Sant Gadge Baba Amravati University