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महाराष्ट्र MAHARASHTRA

2014

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5 AUG 2015

TREASURY OFFICE NASIK
28 JUL 2015
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**AGREEMENT FOR THE WORK OF END TO END EXAMINATION
MANAGEMENT SYSTEM**

Between

Registrar

Yashwantrao Chavan Maharashtra Open University,
Dnyangangotri, Near Gangapur Dam,
Govardhan,
Nashik - 422 222, Maharashtra.

Party - I (YCMOU)

AND

M/S. Magnetic Infotech (P) Ltd,
Nagarjuna Hills, Punjagutta,
Hyderabad 500082,
Telangana (India).

Party - II (MIL)



[Signature]
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

for Magnetic Infotech Pvt. Ltd

[Signature]
VIJAY N. RAO
Managing Director

जोडपत्र - १

फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे :

प्रतिज्ञापत्रासाठीचे कारणे :

मुद्रांक विकत घेणाऱ्याचे नाव व रहिवाशी पत्ता :

मुद्रांक विक्री बाबतची नोंद वही अनु.क्रमांक/दिनांक : २३२१२

मुद्रांक विकत घेणाऱ्याची सही

दिनांक : २३/१२/२०१८ अॅडव्होकेट

मल्टीपर्पज.को.ऑप.प्रा.पटी लि. नाशिक

जि.नं. एन.एस.के./जी.एन.एल./११२/१९७८ नाशिक कोर्ट

मुद्रांक विक्रेत्याची सही



This agreement made this Third day May, Two thousand sixteen between the Registrar of Yashwantrao Chavan Maharashtra Open University, Nashik an Institute established in 1989 by Act. XX of Maharashtra State Legislature, Government of Maharashtra, India, through its Registrar (which expression shall unless repugnant to the context of meaning thereof be deemed to include successors and permitted assigns) of the PARTY will be called as "YCMOU"

AND

M/s. Magnetic Infotech (P) Ltd. a company incorporated under Companies Act.1956, the registered office address being Plot No. 24, Nagarjuna Hills, Punjagutta, Hyderabad – 500082, Telangana (India), represented by its Managing Director, Mr. Vijay N Rao, form the Second Party, hereinafter called "MIL".

NOW THEREFORE THIS INSTRUMENT WITNESS AS FOLLOWS:

1. WHEREAS the YCMOU desires to assign confidential work of "End to End Examination Management System" to a service provider as per details given in the Tender No:e-Tender-Exam-3 Dated: February 19, 2016, hosted in the website of <https://ycmou.digitaluniversity.ac> and also <https://dhe.maharashtra.etenders.in>. Terms and conditions mentioned in the Tender document is applicable and binding to both the parties and both the parties and both the parties have consented to abide by the same.
2. Whereas three companies submitted their quotations for the said tender. After careful evaluation of the Technical and Financial proposals of the participants, YCMOU has selected MIL as the best value bidder.
3. Whereas YCMOU has offered the project to MIL, and MIL has accepted to execute the project.
4. THEREFORE this agreement is executed on the following terms and conditions agreed between YCMOU and MIL.
5. The Scope of **Examination Management System** work assigned to MIL shall have the following items.
 - a) Pre-Examination services covering exam scheduling, Time table in warding, Hall ticket generation, Generation of Attendance sheets, summary, daily report, Jr. Supervisor report and Collected Fee Management etc.
 - b) Customized Software for Question Bank Development as per Blue print of YCMOU time to time and training to the item writers and all concern, QP Generation, Uploading QP for pushing to exam centres and Secured Question Paper Delivery System.

Digital Valuation Services includes pre CAP, scanning of AB, making available for evaluation, identifying CAP centres as per need throughout Maharashtra state with necessary IT infrastructure, Controlling the CAP centres, Evaluators mapping as per



Yashwantrao Chavan
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Magnetic Infotech Pvt. Ltd

Vijay N. Rao
VIJAY N. RAO
Managing Director

list given by YCMOU. Providing Dash Board to YCMOU officials, providing technical support to the CAP centres.

- d) Post Examination Services covering result processing, moderation, grading, verifying missing entries, post exam report generation, generation of mark sheets, Passing certificate, migration certificate and convocation certificate data in PDF format etc. as per the formats given by the YCMOU for printing.
- e) The unit rate for the Examination Management System work is at Rs. 27.95 (Rupees Twenty Seven and paise Ninety five only) per candidate per Examination Paper registered inclusive of all taxes.

Scope of Work, Item wise Rates are as follows

| | | |
|---|---|---|
| 1 | Pre Examination Services | Rs.1.00 (Rupee one only) per candidate per exam paper registered |
| 2 | Question Bank development, Question Paper Generation and Secured Question Paper Delivery System | Rs.0.25 (Rupees zero and paise twenty five only) per candidate per Exam Paper registered |
| 3 | Digital evaluation services | Rs.25.70 (Rupees Twenty five and paise seventy only) per candidate per examination paper registered (Answer Book) |
| 4 | Post exam services | Rs.1.00 (Rupees One only) per candidate per Exam paper registered. |

6. For May 2016 examinations, YCMOU shall implement either all the four items of work or some of them as per their requirements. However QP delivery system, the current system will be in operation and new system will be implemented as parallel run.

7. MIL and YCMOU together shall prepare the documentation of the total requirements for the implementation of the Examination Management System. These documents will be updated **periodically as and when the processing rules are revised.**

8. IT infrastructure at Exam center:

MIL shall provide the following IT infrastructure at the exam centers for downloading the Question Paper and printing a master copy.

- One Computer system for downloading the Question Papers and another computer system as backup
- Required Internet Connectivity dongle as backup with sufficient data balance.
- Desktop printer for printing the master copy of the Question Paper and in house photocopying facility. YCMOU will pay per copy expenses direct to examination centers.

As per Section II (B), item 8, Page No.31 of the tender document, Service Provider's (MIL) personnel will not have access to the examination center at the time of QP down loading. Necessary down loading of Question Papers and duplicating the QPs



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for Magnetic Infotech Pvt. Ltd

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VIJAY N. RAO
Managing Director

are undertaken by the examination centers only under supervision of the authorized official of the university.

9. CAP Centers:

- a) Identifying the CAP centers throughout Maharashtra State, depending on the location of evaluators by MIL.
- b) The required number of CAP Centers and their venues will be finalized by the YCMOU in coordination with MIL. YCMOU will issue the intimation letters with schedule to the examiners for evaluation.
- c) YCMOU shall provide evaluators list to the MIL CAP center in-charge. Based on the list provided, the CAP center in-charge shall contact the evaluators on day to day basis, and invite them for evaluation.
- d) MIL shall provide IT infrastructure such as Computer Systems, LAN, Internet Connectivity, UPS for evaluating the digitized Answer Books, or Pay to the CAP centers on per Answer Script valued basis.
- e) MIL shall provide software for on-screen evaluation.
- f) MIL shall provide online or CBT based training to the evaluators. MIL shall also provide demo site for evaluators for practicing on-screen marking with dummy scripts.

10. IT Infrastructure at Digitization Center.

- a) Secured place with necessary infrastructure such as stabilized power, LAN, Internet bandwidth will be provided by YCMOU to MIL.
- b) The required Book Scanners, Servers with back up facility, Computer Work stations, Input/output work stations will be provided by MIL at the place where digitization work will be carried out.

11. The complete data after each sign off stage and their reports shall be stored by the MIL in the External hard disc provided by the YCMOU and shall be handed over to the YCMOU after completion and declaration of the results of the concerned examinations. After completion of the work, the total data should be handed over/ surrender to YCMOU. No data should be kept with MIL and obtain the certificate from the Controller of Examinations. Self certification about "Non Retaining of Database in MIL server" from MIL is required to handover to YCMOU after completion of work.

12. The examination wise complete data shall be provided by MIL to YCMOU.

The MIL shall employ sufficient number of persons for Examination Management System and data delivery to complete the tendered work within the stipulated period mentioned by the tendering authority. No responsibility will be taken by YCMOU for person to be provided for such work.



[Signature]

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

for Magnetic Intotech Pvt. Ltd

[Signature]

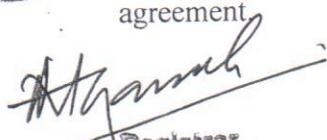
VIJAY N. RAO
Managing Director

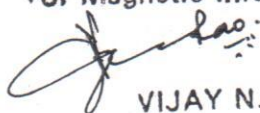
14. MIL shall maintain equipment and software and keep ready for the work assigned by YCMOU.
15. Entire work will be coordinated with the controller of Examinations, YCMOU.
16. MIL shall raise the Bills on YCMOU in triplicate after completion of each item of work event wise data as mentioned in the scope of work. YCMOU shall scrutinize the Bills and make the payment as per payment terms and conditions mentioned in the tender document.
17. Changes /Amendments: The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to changes in specifications design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the University in a form of amendment/change order issued and signed by the University. The agreed changes / amendments shall be carried out in such manner so as not to affect the ongoing process.
18. The MIL should maintain strict confidentiality of all the work and documents. The MIL should receive the Answer Books and after completion of work return to the responsible authority of the University as per the procedure laid down by COE.
19. Any damage or loss in handling of the Answer Books and data will be the responsibility of the MIL. Answer Books and data should be kept secured and confidential.
20. No document, Answer Book or data should be allowed to take out of the University campus. Any loss, negligence, delay in process or declaration of the result will be liable for penalty of 1.0% value for that job item per week besides cancellation of agreement if repeated frequently of which the University shall be sole judge.

The initial duration of the contract shall be for a period of 5 years. On completion of the five 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.

YCMOU reserves the right to change any or all the terms and conditions of the agreement




 Registrar
 Yashwantrao Chavan Maharashtra
 Open University, Nashik-422 222

for Magnetic Infotech Pvt. Lte

 VIJAY N. RAO
 Managing Director

23. Termination of Agreement

This agreement may be terminated by either party giving thirty days prior notice to the other party substantiating the reasons therefor in writing and by mutual consent thereto.

YCMOU may terminate this agreement in whole or in part, for no cause, upon written, e-mail notice to MIL, effective when sent, provided such notice is sent at least thirty days prior to the delivery date specified.

YCMOU may terminate this agreement in whole or in part at any time for cause by written, or e-mail notice to MIL, effective when sent, in the event that MIL:

- a. fails to comply with any term or condition of this agreement including, but not limited to, delivery terms;
- b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets;
- c. files a voluntary petition in bankruptcy;
- d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty days;
- e. voluntarily ceases trading;
- f. merges with or is acquired by a third party;

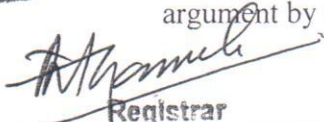
Upon the occasion of any one of the aforesaid and in addition to any remedies which YCMOU may have in Law or in Equity, YCMOU may also terminate this agreement or any outstanding deliveries hereunder by notifying MIL in writing of such termination and MIL shall thereupon transfer title and deliver to YCMOU such work in progress or completed material as may be requested by YCMOU.

YCMOU shall have no liability to MIL beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by YCMOU prior to receipt of the notice of termination by MIL, and for work in progress requested for delivery to YCMOU.

24. (A) All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and for obligations of any party or parties hereto under this Agreement or otherwise, howsoever, shall be referred to a sole Arbitrator Vice-Chancellor, Yashwantrao Chavan Maharashtra Open University, Nashik and such Arbitrations shall be governed by the provisions of the Arbitration Act for the time being in force.

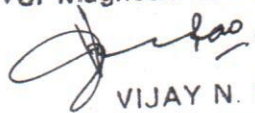
(B) The Arbitration will be bound to take oral, evidence and may decide the disputes on the basis of the documents produced by the parties and after hearing oral argument by or on behalf of the parties.




Registrar

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Open University, Nashik-422 222

for Magnetic Intotech Pvt. Ltd



VIJAY N. RAO
Managing Director


(C) Any judicial matter arising in this work shall be solved in the jurisdiction of Nashik Court


25. This agreement commences from **May 03, 2016** and ends on **May 02, 2021**. After successful completion of the agreement period, it may be extended further on mutually acceptable terms.

IN WITNESS WHEREOF THE parties here to have subscribed their hands of the day mentioned here in above.




Place: Nashik
Date: 03 May, 2016


Registrar **Registrar**
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

for Magnetic Infotech Pvt. Ltd

VIJAY N. RAO
Managing Director

Vijay N Rao
Managing Director
M/s Magnetic Infotech Pvt Ltd
24, Nagarjuna Hills,
Punjagutta, Hyderabad-500082
Telangana State

Witnesses: 
Name: **Dr. Ajun P. Ghatule.**
Designation: **Controller of Examination**
Signature:

Witnesses:
Name: **B. Sudhakar**
Designation: **Manager, Projects**
Magnetic Infotech.
Signature: **B. Sudhakar**