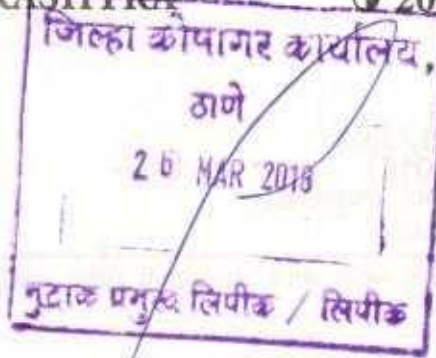




महाराष्ट्र MAHARASHTRA

2018

TC 640462



This Agreement is signed on 24 April, 2018 by and between **Devi Ahilya Vishwavidyalaya, R.N. T. Marg, Indore** (hereinafter called DAVV acting through Dr. V.K. Singh, Registrar unless excluded by or repugnant to the context be deemed to include his/her successors in office, representative and assigns) of the **FIRST PARTY**.

**AND**

Sify Technologies Limited, Chennai, a Company registered under the Companies Act, 1956 having its Registered Office at, 2<sup>nd</sup> Floor, TIDEL Floor, 4, Rajiv Gandhi Salai, Tharamani, Chennai-600113, India, CIN No. U72200TN1995PLC050809, Phone Nos. 044-22540770, Fax No. 044-22540771, , Web Site address [www.sifycorp.com](http://www.sifycorp.com) (hereinafter referred to as "Sify" represented by T.Giridharan, Vice President-Finance, which expression shall, unless excluded by or repugnant to the context be deemed to include his/her successors in office, representative and assigns) of the **SECOND PARTY**.

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**WHEREAS** Sify is engaged in Managed Enterprise, Network, IT and Software services in India with global delivery capabilities engaged in the business of end-to-end solutions with a comprehensive range of products delivered over a common telecom data network infrastructure reaching more than 1300 cities and towns in India;

**WHEREAS DAVV is engaged in offering education to undergraduate, graduate and higher levels.**

**WHEREAS** DAVV invited Bid vide their **E-Tender inquiry # DAVI/TENDER NO -104/1) Dated 20/02/2018** for conduction of CBT-2018 (Computer Based Test): Conduct and Processing of Various Entrance Examinations of Devi Ahilya Vishwavidyalaya, Indore **and** based on technical and financial evaluation of Bids received under the said E-Tender, M/s. Sify Technologies Limited has been short listed/emerged as successful bidder for providing requisite software and required infrastructure for conducting Computer based Online examination for DAVV on the terms and conditions as agreed herein between the parties in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement in the **Part I to III** and **Annexure I** attached hereto & forming part of this agreement, DAVV and Sify agree to sign agreement on non-exclusive basis to provide requisite software and required infrastructure for conducting Computer based Online examination for DAVV as per conditions contained in various parts & Annexure attached hereto.
2. It shall be valid for a period of One Year from the date of signing unless revoked earlier.
3. Sify and DAVV hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in agreement along with Part I to III & Annexure I to III attached hereto and without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. Sify agrees to submit Bank Guarantee of Rupees 3,20,000(Three Lakhs Twenty Thousand)/ or extent the EMD as a security towards due observance and performance of the terms and conditions of this Agreement, rollout of the services as per the agreed schedule & parameters and the compliance of the content related laws including IPR/copyrights provisions of the agreement. This Performance Bank Guarantee (PBG) of Rupees 3,20,000 (Three Lakhs Twenty Thousand) shall be valid This examination from the date of signing the Agreement with DAVV.
5. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement. The Agreement shall be subject to exclusive jurisdiction of courts at New Delhi.
6. The content to be provided as part of the services shall conform to the applicable Indian laws. Sify shall ensure that the contents to be provided



under this agreement is not violating any copy rights/intellectual property rights of any third party.

7. Sify shall indemnify DAVV in respect of any consequences of whatsoever nature arising on account of copy right/intellectual property rights violation in respect of content/technology or nature/type of content being in violation of the Laws of India.

8. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.

9. The Agreement is a confidential document. Sify and DAVV shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.

10. The terms & conditions of E-Tender document No. DAVI/Tender No 104/1 dated 20.02.2018, Letter of Award Letter dated 05-04-2018 shall remain part and parcel of this agreement and be binding between the parties.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 24<sup>th</sup> day of APRIL 2018.

Signed for and on behalf of **DAVV** by \_\_\_\_\_

Signed on behalf of **M/s. Sify Technologies Limited**, the authorized signatory \_\_\_\_\_



(RAJIV GOPAL)

In the presence of Witnesses :

1. Signature [Signature]  
Name DHIVANESH S THAKUR  
Designation HEAD STRATEGIC FS1  
Address \_\_\_\_\_  
Place MUMBAI

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Place \_\_\_\_\_

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**PART - I**  
**COMMERCIAL CONDITIONS**

**1. Scope of Service:**

1.1 Providing Infrastructure viz. hardware/software system setup, IT tools, databases, Operating Systems, CCTV/Camera setup etc. for conducting Computer based Online examination for DAVV as detailed below:

Package : Conducting Computer Based Examinations as per E-Tender Terms which involves Online Examination.

1.2 Designing & development of a suitable IT Platform for enabling a Computer based examination in 26 different cities all over India.

1.3 Computer based application viz. Computer based examination software. Sify would be required to customize, develop and integrate these software.

1.4 Concurrent Updates

1.5 Generation of Admit Card/Hall Ticket for the candidates

1.6 Validation and verification of identity of candidates (including biometric)

1.7 Mock Test

1.8 Candidate Interface and Grievance Handling

1.9 Feed Back collection from candidate at all centres

1.10 Computer based examination Software: Examination Software will be at core of Computer based examination system, which will be working on distributed architecture. Examination software will be loaded on central server and will get connected with Examination Centre Servers before at least 1 or 2 hours of examinations to download all the detail required to conduct examination in examination centre offline. Once the details are downloaded, Exam Centre Server will conduct exam on Local Area Network of exam centre.

1.11 Conduct of Computer based Online examination in 26 different cities all over India.

1.12 Deployment of examination monitoring tool

1.13 The requisite number of questions will be prepared by DAVV and submitted in exam engine software in encrypted manner. The format of Question Bank would be in Word/Excel Format only. Accordingly, Sify should make its software/server compatible to the aforesaid format.



Following will be the activities of Sify in this regard :-

- i) Sify will provide Question Authoring Tool (QAT) that can be shared online using secured channel and MCQs can be authorized remotely or locally.
- ii) QAT should have provision to export PKI (Public Key Infrastructure) encrypted question set to be uploaded in Exam Application.
- iii) Exam Software should have provision for decrypting PKI encrypted question sets 1 hour before the exam using digital signatures of DAVV.
- iv) Exam Software should also have provision for integration with Question Bank. Sify will provide necessary support for importing the Question Bank in the examination software.
- v) On receipt of the questions from the Question Bank, the Examination Software should prepare Two (2) different sets. Only one set would be used as per instruction received from DAVV by using the same questions by way of randomized shuffling of the questions.

1.14 Operational Acceptance Tests viz. Functionality Test, Unit Test, System Test, Stress Test, Reliability Testing, Performance Testing, Audit Trail, Multi-use capability, Volume Test, System Integration Test, GUI Test, UAT etc. should be done by Sify.

1.15 Preparation and submission of Merit List of the examination to DAVV after completion of examination on the basis of criteria provided by the DAVV.

1.16 Work order will be placed to Sify for conduction of online examination(CBT)

1.17 In addition to the above, Sify shall adhere to the original tender document for details in RFP, so that nothing is left unattended by Sify in conducting various Computer based Online Examinations for DAVV.

1.18 DAVV reserves the right to suspend the services whenever DAVV will be convinced that services are not satisfactory or against the Law or Un-satisfactorily responsive.

1.19 Sify shall makes its own arrangement for the infrastructure involved in providing the service at its cost. Sify shall be solely responsible for installation and operation of necessary equipment/ infrastructure, attending to claims and damages arising out of his operations. Sify will ensure that such installations etc. should not be in contravention with the policy/Law.



1.20 DAVV would appointed Local members from Universities/Institute in each allocated exam cities centres from Sify to oversee and ensure smooth conduct of the exams.

**2. Duration of Agreement:**

The agreement shall be valid for a period of One year from the date of signing the Agreement unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of DAVV, directly or through some other complaint that Sify has misrepresented the facts or submitted any false information or hidden any information which could have affected the signing of this agreement with Sify, this agreement shall stand terminated immediately under intimation to Sify.

**3. Provision of Service:**

3.1 Sify shall be responsible for installation, testing, commissioning, operation and maintenance of the equipments like hardware, software, help desks etc. at its own cost.

3.2 Sify shall also be responsible for obtaining the copyrights and complying with the Intellectual Property Rights of the content, wherever applicable. Sify shall indemnify DAVV in respect of any consequences of whatsoever nature arising out on account of copyright violation of content or content being in violation of laws of land.

**4. Delivery of Service:**

Sify shall ensure provisioning of services in the complete service area within the stipulated time period. Any delay in provisioning of services beyond the stipulated time period without prejudice to other rights/ action(s), the agreement shall be terminated by providing 7 days prior notice from DAVV as stated in Para 8 herein.

**5. Modifications in the Terms and Conditions of Agreement:**

The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. Notwithstanding anything contained herein, the rates of payment to Sify and other related conditions may be changed upon mutual consent of both the parties or if in DAVV's opinion, the prevailing policy framework of the Govt., make the rate payable to Sify unviable. In case of no agreement being reached in such cases, DAVV reserves the right to terminate the agreement as per the provisions of clauses 8, 9 and 10 of this agreement.

**7. Restrictions on Transfer of agreement:**

Sify shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting



and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party interest shall be created.

**8. Suspension, Revocation or Termination of agreement:**

8.1 DAVV reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent Government authorities or in the circumstances as stated in the E-Tender documents.

8.2 DAVV may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of 7 days issued to Sify at its registered office, terminate this agreement under any of the following circumstances:

- i) Sify failing to perform any obligation(s) under the agreement.
- ii) Sify failing to rectify, within the specified time prescribed, any defect as may be pointed out by DAVV.
- iii) Sify going into liquidation or ordered to be wound up by competent authority.

8.3 EITHER PARTY may terminate the agreement, by giving notice of at least 7 days in advance. The effective date of surrender of agreement will be 7 days counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

8.4 If Sify is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to DAVV in writing. In that case, the written notice period can be modified by DAVV as deemed fit under the circumstances. DAVV may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

8.5 It shall be the responsibility of Sify to maintain the agreed Quality of service, even during the period when the notice for surrender/termination of agreement is pending

8.6 Breach of non-fulfilment of Agreement conditions may come to the notice of DAVV through complaints or as a result of the regular monitoring. Wherever considered appropriate, DAVV may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreements by Sify or not? Sify shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

**9. Actions pursuant to Termination of Agreement:**

9.1 On termination or surrender or expiry of the Agreement, Sify shall ensure clearance of dues, if any, which it is liable to pay to DAVV. In case of





failure of Sify to pay the amount due to DAVV, the outstanding amounts shall be realized through the pending bills due to Sify without prejudice to any other action(s) for recovery of the amounts due to DAVV.

9.2 Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:

- i) Neither Party shall represent the Other Party in any of its dealings.
- ii) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's Sify/Network provider, as the case may be.
- iii) Each party shall stop using the other Party's name, trade mark, etc. in any audio or visual form.
- iv) The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

9.3 On termination of surrender or expiry of the Agreement, Sify shall ensure clearance or outstanding dues, if any, which it is liable to pay to DAVV. In case of failure of Sify to pay the amounts due to DAVV, the outstanding amounts shall be realized either through pending bills due to Sify or from encashment of Bank Guarantee without prejudice to any other action(s) for recovery of the amounts due to DAVV.

## **10. Dispute Settlement:**

10.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Registrar, DAVV, Indore or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Registrar, DAVV or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Registrar, DAVV or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Registrar, DAVV or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a DAVV Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a DAVV servant he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is originally referred, being



transferred or vacating his office or being unable to act or neglecting his duties for any reason whatsoever, the Registrar, DAVV or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

10.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

10.3 The venue of the arbitration proceeding shall be the office of the Registrar, DAVV, Indore or such other places as the arbitrator may decide.

#### **11. Force-Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions. Strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of DAVV as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

#### **12. Right to Inspect:**

12. DAVV or its authorized representative shall have right to inspect the sites used for extending the Service by Sify and in particular but not limited to, have the right to have access to leased lines, junctions, terminating interfaces, hardware/software, servers and conduct the performance test including to enter into dialogue with the system through input/output devices or terminals. Sify will provide the necessary facilities for continuous monitoring of the system, as required by DAVV or its authorized representative(s). The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

12.2 Wherever considered appropriate DAVV may conduct any inquiry either suo-moto on complaint to determine whether there has been any breach in



compliance of terms & conditions of the agreement by Sify or not. In case of such inquiry, Sify shall extend all reasonable facilities without any hindrance.

### **13. Confidentiality:**

13.1 Subject to conditions contained in this Agreement, Sify shall take all necessary steps to safeguard the privacy and confidentiality of any information about DAVV from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of Sify or Sify shall divulge or uses any such information except as may be necessary in the course of providing Services to DAVV; and
- b) No person seeks such information other than is necessary for the purpose of providing Service to DAVV.

Provided, the above para shall not apply where DAVV has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

13.2 Sify shall take necessary steps to ensure that Sify and any other person(s) acting on its behalf observe confidentiality of customer information.

13.3 Sify shall, prior to commencement of Service, confirm in writing to DAVV that Sify has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

13.4 This clause shall survive the termination or expiry of this Agreement.

### **14. Prohibition of certain activities by Sify:**

14.1 Sify shall not engage, on the strength of this Agreement, in the provision of any Service other than the Service as defined in this Agreement.

14.2 To remove any doubt, it is hereby clarified that nothing contained in the above para shall preclude Sify from engaging in advertising and promotional activities relating to any of the services.

14.3 Sify is obliged to provide, without any delay the tracing facility to trace origin or content of nuisance obnoxious or malicious messages or communications transported through his equipment and network. Any damages arising out of default on the part of Sify in this regard shall be sole liability of Sify.

14.4 In case any confidential information is divulged to Sify for proper implementation of an Agreement, it shall be binding on Sify and its employees to maintain its secrecy and confidentiality.



**15. Set Off:**

Any sum of money due and payable to Sify (including security deposit refundable to him) under this contract may be appropriated by DAVV and set off the same against any claim of DAVV for payment of a sum of money arising out of this contract or under any other contract made by Sify with DAVV.

**16. Indemnification :**

Sify agrees to protect, defend, indemnify and hold harmless DAVV and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to :

- a) Any breach of any statute, regulation, direction, orders or standards from any Government body, Sify, telecommunications operator or regulator applicable to such party; 'or'
- b) Any breach of the terms and conditions in this agreement by Sify; 'or'
- c) Any claim of any infringement of any Intellectual Property Rights or any other right of any third party or of law by Sify; 'or' Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service to DAVV's customers caused solely by Sify.

This clause shall survive the termination or expiry of this Agreement.

**17. Relationship :**

Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party of any purpose whatsoever. Neither party as express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

**18. Exclusivity :**

This Agreement is non-exclusive and nothing in this Agreement will be construed to prevent either party from entering into a similar Agreement with any other party or to restrict such party from directly engaging in related activities.

**19. Liability :**

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any

other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

## **20. INTELLECTUAL PROPERTY RIGHTS/COPYRIGHTS**

20.1 The Intellectual Property Rights of DAVV and Sify shall remain their own and this Agreement shall not affect their ownership in any way unless mutually agreed upon.

20.2 Sify shall be responsible for obtaining the legitimate copyrights/Intellectual Property Rights of the content provided as part of the services agreed upon under this Agreement.

20.3 Sify indemnifies DAVV against any liability, damage, fine, penalty, costs or any other consequential loss on account of violation of the copyright/Intellectual Property Rights of any third party by Sify in respect of the content/application/technology used by Sify in providing the service.

20.4 Sify shall not use DAVV's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or DAVV Logos etc. without DAVV's prior written consent.

20.5 Sify recognizes that the DAVV is the sole owner of all rights, title and interest in the trademark patents, copyrights, trade dress, trade secrets, operating practices/procedures or other Intellectual Property Rights relating to services offered by DAVV, the advertising and promotional material and Customer/Subscriber information related to the services provided by DAVV, all other items tangible or intangible, used presently or in future and the goodwill which is or which shall become attached to any of the foregoing (collectively, the "DAVV Intellectual Property"). Sify hereby acknowledges that it shall have no right, title or interest in the DAVV Intellectual Property and the same are assets of DAVV. Any customization or modification done by Sify shall not affect DAVV's exclusive rights to and ownership of all or any of the services of DAVV.

20.6 Sify shall not knowingly interfere or cause any third party to knowingly interfere with DAVV Intellectual Property Rights. Sify agrees and undertake that it shall take all necessary and timely measures to ensure that DAVL Intellectual Property Rights are not infringed, passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and/or copies or used by Sify or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants or any other person except as expressly provided herein. Sify shall immediately inform DAVV in the event it becomes aware of any infringement, passing off, misappropriation or dilution of DAVV Intellectual Property Rights and that it shall provide, all reasonable information and assistance necessary in order to assist DAVV to abate the infringement, passing off, misappropriation, unauthorized copying or use of, or dilution of its Intellectual Property.



20.7 Sify shall not reproduce, decompile, disassemble or reverse engineer any of the DAVV products or DAVV Services in any manner whatsoever for any purpose without the prior written consent of DAVV.

20.8 Sify agrees that it shall not use, re-use or disclose, either directly or indirectly, to any person or other company or its associates or subsidiary companies any knowledge or information concerning DAVV's services, affairs of or Intellectual Properties of DAVV which Sify may have acquired from DAVV during the course of or incidental to this Agreement or any knowledge or information concerning DAVV's services, affairs or Intellectual Properties of DAVV which may have been shared by DAVV with Sify, after the termination/expiry of this Agreement for any reason whatsoever under this agreement which Sify may be or may have been concerned or interested in.

20.9 Sify shall not alter or otherwise tamper with any equipment, related accessories and software provided by DAVV including any all replacements, modifications, enhancements and or additions thereto.

20.10 Notwithstanding anything contained herein, Sify indemnifies and hold DAVV harmless against any loss, liability, costs (including legal costs & expenses), fine, penalty, demands or damages arising by reasons of any claim of infringement, passing off or dilution of IPR / copyright / patent / trademark, etc. arising from provision of services under this agreement by Sify and use of same or any part thereof by DAVV or by subscribers of DAVV or in Telecom Network of DAVV, as the case may be.

20.11 Sify shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine penalty, demands or damages arising consequent to the breach by Sify of any of the above conditions/clauses mentioned herein above.

20.12 This clause shall survive the termination or expiry of this Agreement.



**PART - II**  
**FINANCIAL CONDITIONS**

**1. Payment to Sify for the services provided**

- (i) Sify would be billing as per registered candidates for examination
- (ii) Per Candidate charges finalized as per Tender is Rs.180 + GST
- (iii) The payment of charges shall be made to Sify after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
- (iv) No other costs, payments and expenses would be borne by DAVV except for all taxes, etc., if applicable under any other Acts or regulations laid down by Authorities.

**2. PERFORMANCE BANK GUARANTEE**

- 2.1 Sify shall be required to deposit an amount Equal to Rs.3,20,000/- ( Three Lakhs Twenty Thousand Rs. Only ) of the contract value after issue of letter of intent, as performance Bank Guarantee.
- 2.2 Performance Bank Guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank
- 2.3 Performance Bank Guarantee will be discharged after completion of contractors' performance obligations under the contract.
- 2.4 If Sify fails or neglects any of his obligations under the contract it shall be lawful for DAVV to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

**3. PAYMENT TERMS**

- a) The payment will be released for conducting online exam only after the declaration of results and after completing getting all feedback, data and result in soft form and also in two sets of CD/DVD and after getting verification of students appeared in the examination in each center. After satisfying from all angles the payment will be made with 15 days of submission of all documents, data and results.
- b) In case Sify fails to execute or refuses to execute the contract within the stipulated time, DAVV shall have the liberty to penalize Sify by forfeiting the PBG.

**4. Penalty**

- 4.1 If any of the task specified in the work order, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to Sify and not in any way attributable to the delay on the part of DAVV, a penalty @ 1% of the order value of the particular exam, (subjected to maximum 10% of the order value) may be imposed.



4.2 If the delay adversely affects conduct of examination, the PBG will be forfeited and legal action would be initiated as per terms and conditions of contract. Additionally, in case of breach of security, a penalty @ 1% of the order value of the particular examination may be imposed.

## **5. Obligations and Accountability**

Sify shall be responsible for the followings:-

- a) Maintaining top confidentiality to prevent paper leaks.
- b) Any lapse/default on conducting online examination and processing result.
- c) Assisting DAVV in handling examination related RTI/legal issues.
- d) Providing the entire database of registration, examination and result in database / Excel / any other suitable format to DAVV.

## **PART - III TECHNICAL CONDITIONS**

### **1. Protection of DAVV Network**

- 1.1 Each party will use its best endeavour and in good faith to ensure that it does not do or permit to be done or omit or permit the omission of any matter in relation to its network, which will cause damage to the other party's network or result in the interference with the operation of the other part's network.
- 1.2 Each party is to co-operate with the other party and adopt reasonable precautions in accordance with the usual procedure, to prevent act of sabotage to the network interconnected with it or to prevent fraudulent use of the same.
- 1.3 At all times, Sify shall make all reasonable efforts to safeguard infrastructure of DAVV from being abused or spammed by any third party.
- 1.4 DAVV shall use commercially reasonable efforts to provide the services under this Agreement during all days without any interruption in accordance with industry standards, except where such interruption arises out of, results from, or is related to an event of Force Majeure or other cause or circumstances beyond the reasonable control of DAVV.

### **2. Other Conditions**

1. A blank database must be verified at exam center and central server room.
2. Frisking of candidates at exam center and arrangement to keep bags, mobile, keys etc
3. Question Paper must be transmitted in encrypted format only. It can be password protected with second password one will be provided by



center superintendent and second will be provided by sify at the time import and decryption.

4. Allotment of seats can be verified with unique combination of IP, MAC address and allotted roll number to the present candidates.
5. 10% machine must be available as a buffer
6. Availability of online UPS at exam center or a facility to conduct examination throughout over generator. (3-4 hour)
7. TRANSFER OF DATA POST EXAMINATION :- Before completion of Agreement period Service Providing Agency (SPA) will hand over the complete Data set pertaining to Candidates Registration till result generation in following format:
  - i) CD
  - ii) Non Modifiable/ password protected Excel sheet
  - iii) Sify will also port Registration and Candidates Result data to DAVV Web site for easy access
  - iv) Provide all data with MIS software which can be used to generate various reports on demand. Like : Total number of applied, total number of candidate appeared in examination, total number of candidates absents in examination, individual candidates complete details can be verified, merit list, waiting list etc..
  - v) All data during any examination process starting from registration to result processing must be treated confidential and should not be leaked at any level.
  - vi) All the documents and information exchanged during examination remain or becomes the property of the DAVV and shall be treated as strictly confidential.
8. Court cases must be handled by Sify (During examination activities - fault of Sify)
9. The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of situated at Indore, M.P., India.



**Annexure-I**

**List of the Examination Centres for conducting Online Examination in DAVV**

The tentative test centres for computer based entrance exam will include Indore, Bhopal, Jabalpur, Gwalior, Ujjain, Sagar, Satna, Rewa, Mandsaur, Khandwa, Ranchi, Patna, Chandigarh, Bangalore, Hyderabad, Raipur, Bilaspur, Allahabad, Lucknow, Kota, Vadodara, Mumbai, New Delhi, Kolkata, Kochi and Bhuvneshwar .

Examination Centers may include / exclude some of the cities.

