



Sl.No. 8352  
Date 10/03/2023  
Name Pintu Das  
S/o. D/o. W/o. E/o. British Das  
For Whom M/s Magnetic Infotech Pvt Ltd, Hyd

P. Prasad Rao

AX 975915

**P. PRASAD RAO**  
LICENSED STAMP VENDOR  
L. No: 16-11-003/2007  
R.L. No: 16-11-013/2022  
R/o. 3-1185/164, Begumpet  
HYDERABAD-500 016.  
Cell No: 9866978322

### AGREEMENT

#### FOR THE WORK OF DIGITAL ONSCREEN EVALUATION SYSTEM

This Agreement is made and executed on 01-04-2023 at Hyderabad by and between:

DR.B R AMBEDKAR OPEN UNIVERSITY, Prof. G Ram Reddy Marg, Road No. 46, Jubilee Hills, Hyderabad-500033, Telangana, (India), an Institute established in 1982 by an APOU Act. 1982, through its Registrar (which expression shall unless repugnant to the contest of meaning thereof be deemed to include successors and permitted assigns) of the First Party, hereinafter referred as "BRAOU".

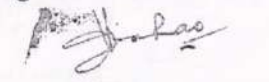
AND

M/S. MAGNETIC INFOTECH (PVT. ) LTD, a Company incorporated under Companies Act, 1956, and the registered office address being Plot No. 7 & 8, Krishna Nagar Colony, Wellington Road, Picket, Secunderabad – 500009, Telangana (India), represented by its Managing Director, Mr. Vijay N Rao, (which expression shall unless repugnant to the contest of meaning thereof be deemed to include successors and permitted assigns) of the Second Party, hereinafter referred as "MIL".

  
REGISTRAR

Dr. B. R. AMBEDKAR OPEN UNIVERSITY  
JUBILIFF HILLS, HYDERABAD-500 033.

[For Magnetic Infotech Pvt. Ltd..]

  
VIJAY N. RAO  
Managing Director

**NOW THEREFORE THIS INSTRUMENT WITNESSES AS FOLLOWS:**

1. WHEREAS the BRAOU desires to assign confidential work of "Digitization of Answer Scripts and Onscreen Evaluation" to a service provider as per details given in the e-Tender No: DIPRRO. No.7793-PP/CL/ADVT/1/2022-23,Dt:14.10.2022, hosted in the website of <https://www.braou.ac.in> and also [www.eprocurement.gov.in](http://www.eprocurement.gov.in). The Terms and conditions mentioned in the Tender document are applicable and binding to both the parties and both the parties have consented to abide by the same.
2. Whereas after careful evaluation of the Technical and Financial proposals of the participants, BRAOU has selected MIL as the best value bidder.
3. Whereas BRAOU 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 BRAOU and MIL.
5. The Scope of Digitization of Answer Scripts and Onscreen Evaluation work assigned to MIL shall have the scope as defined in the tender document.
6. The negotiated unit rate for the services to be rendered to BRAOU is as per the nature of work and the rates agreed upon against each work specification is as follows:

Sl. No	Nature of Work	Rate per Answer script inclusive of all Taxes (In Rupees)		
1	<p><b>Scanning, Digitization of Answer Scripts and Evaluation of Answer Scripts:</b></p> <p>Developing on-line attendance recording, Receiving the Answer Scripts From the University, Work flow management, Answer scripts reconciliation with attendance.</p> <p>Scanning and Digitization of answer scripts using book scanners without cutting the spine, uploading the answer scripts images to evaluation center.</p> <p>Evaluation of answer scripts using on-screen evaluation software, providing all the management control reports through dash board. Internet security and security certification by CERT-In certified auditors.</p> <p><b>Rate should be quoted for answer script of 24 pages. (per page also)</b></p> <p>Note: University will pay for the answer books of 16 pages or 28 pages based on the per page rate from the above rate quoted.</p> <table><tr><td>Rate per page</td><td>Rs. 0.50</td></tr></table>	Rate per page	Rs. 0.50	12.00
Rate per page	Rs. 0.50			

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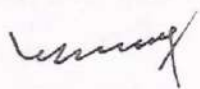
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[For Magnetic Infotech Pvt. Ltd.,

VIJAY N. RAO  
Managing Director

(a)	Receiving student assignment exam descriptive answer scripts online and providing evaluation software for evaluation	3.00
(b)	Receiving student practical marks online	0.10
(c)	Keeping the assessment records for certain period of time and easily accessible in the cloud, as required by the University.	0.00
(d)	Revaluation of answer scripts	0.00
(e)	NR and Answer script sticker Data preparation per script	0.05
(f)	Evaluation Server Charges and Parallel Server charges	0.50
(g)	Providing technical manpower at Help Line	0.05
(h)	Biometric authentication of evaluator, either at Evaluation Centers or Work from home mode	0.01
(i)	Receiving student attendance from examination centers online	0.00
	<b>TOTAL (Rupees Fifteen and paise seventy one only)</b>	<b>15.71</b>

7. The Scope of engagement of this contract and the roles and responsibilities of BRAOU and MIL has been as specified in the tender document
8. **Payment Schedule:**  
The MIL shall raise the invoices after completion of the examination event. The BRAOU shall scrutinize the bills and arrange for payment within 30 days from the date of Invoice.
9. Any additional work as required by BRAOU other than the scope of work mentioned above may be allotted to MIL for additional consideration mutually agreed by both parties.
10. The initial duration of the contract shall be for a period of **3 (three)** years, based on the satisfactory performance renewable every year after 1<sup>st</sup> year. On completion of the 03 (three) years 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 for three more years as per conditions mentioned in the tender document.
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 BRAOU and shall be handed over to the BRAOU after completion and declaration of the results of the concerned examinations. After completion of the work, the total data should be handed over to BRAOU. 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 and is required to handover to BRAOU after completion of work.
12. The MIL and BRAOU together shall prepare the documentation of the total requirements for the implementation of the Digitization of Answer scripts and Onscreen Evaluation.

  
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**[For Magnetic Infotech Pvt. Ltd.,**  
  
**VIJAY N. RAO**  
Managing Director

These documents will be updated periodically as and when the evaluation rules are revised.

13. The MIL shall maintain equipment and software and keep ready for the work assigned by BRAOU.

**14. Evaluation Centers:**

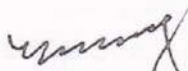
- a) The required number of Evaluation Centers and their addresses will be finalized by the BRAOU in coordination with MIL. The BRAOU will issue the intimation letters with schedule to the evaluators.
- b) The BRAOU shall provide evaluators list to the MIL and Evaluation Center In-charge. Based on the list provided, the Evaluation Center In-charge shall contact the evaluators on day-to-day basis and intimate them the evaluation schedule.
- c) The MIL shall provide software for Onscreen Evaluation.
- d) The MIL shall provide online training to the evaluators. The MIL shall also provide demo site for evaluators for practicing on-screen marking with dummy scripts.

**15. IT Infrastructure at Digitization Center:**

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

16. The entire work will be co-ordinated with the Controller of Examinations, BRAOU.

17. **Changes / Amendments:** The BRAOU 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.



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Managing Director

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 them to the responsible authority of the BRAOU as per the procedure lay down by COE.
19. Any damage or loss in handing over the Answer Books 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 BRAOU campus. Any loss, negligence, delay in the process of Scanning and Evaluation beyond scheduled dates will be liable for penalty of Rs.10,000/- per week.
21. **Termination of Agreement:**

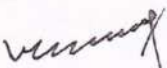
This agreement may be terminated by either party giving 30 (thirty) days prior notice to the other party substantiating the reasons there for in writing and by mutual consent thereto.

The BRAOU 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 30 (thirty) days prior to the delivery date specified.

- 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 30 (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 BRAOU may have in Law or in Equity, BRAOU 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 BRAOU such work in progress or completed material as may be requested by BRAOU.

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

  
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For Magnetic Infotech Pvt. Ltd.,

  
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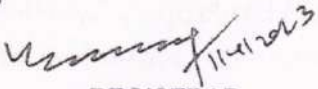
- a) All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provision or term or meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and for obligations of any party or parties hereto under this agreement or otherwise, howsoever, shall be referred to a sole Arbitrator Vice-Chancellor, Dr B R Ambedkar Open University 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.
- c) Any judicial matter arisen in this work shall be solved in the jurisdiction of Hyderabad court.

23. This agreement commences from 01-04-2023 and ends on 31-03-2026 after completion of three years period. After successful completion of the agreement period, it may be extended further on mutually acceptable terms.

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

Place: Hyderabad

Date: 01-04-2023


  
REGISTRAR  
Dr. B. R. AMBEDKAR OPEN UNIVERSITY  
JUBILFF HILLS, HYDERABAD-500 033.

Registrar,  
DR B R Ambedkar Open University,  
Hyderaabd

Witnesses:

Name: Dr. P. VENKATA RAMANA  
Designation: Controller of Examinations  
Signature: PV 1/4/23

[For Magnetic Infotech Pvt. Ltd.]

  
VIJAY N. RAO  
Managing Director

Vijay N Rao,  
Managing Director,  
Magnetic Infotech (Pvt.) Ltd.

Witnesses:

Name: G. SIDDHU  
Designation: Supervisor  
Signature: G. S. 1/4/23