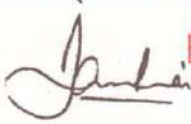




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TransId: 240906113009870933  
Date: 06 SEP 2024, 11:31 AM  
Purchased By:  
V. BHEEMA LINGAM  
S/o LATE V. SANGAIAH  
R/o HYD  
For Whom  
CENTER FOR GOOD GOVERNANCE

MOHD JAVEED UDDIN  
LICENSED STAMP VENDOR  
Lic. No. 17-11-017/2023  
Ren.No. 1711017  
1-5-115 BRAHMANWADA  
Ph 8790701980

## AGREEMENT


This Agreement is entered and executed on this 9<sup>th</sup> day of April, 2025,

### BETWEEN

The Dr.B.R.Ambedkar Open University, Prof G Ram Reddy Marg, Road No: 46, Jubilee Hills, Hyderabad-500033, Telangana State, India, hereafter referred as BRAOU, which expression shall unless repugnant to the context of meaning thereof include its successors, authorized representative Registrar, nominees and assignees, hereafter referred to as the **First Party**.

### AND

The Centre for Good Governance (CGG), which is located at Survey No. 91, Near Outer Ring Road Chowrasta, Gachibowli, Hyderabad - 500 032, Telangana India (hereafter referred as **CGG**), which expression shall unless repugnant the context of meaning thereof include its successors, nominees, and assignees, as the **Second Party**.

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





## WHEREAS

- (i) The BRAOU has requested the second party for the BRAOU website, application development for various modules, hosting and maintenance.
- (ii) CGG has agreed to fulfil the said assignments of BRAOU, at the professional fees detailed in this Agreement under the terms and conditions laid down here under. The first party hereby appoints the second party as technology partner for the development of BRAOU website, application development for various modules, hosting, maintenance and providing technical support and the second party accepts the appointment on the conditions as laid down in the agreement.
- (iii) CGG having expertise in the areas of developing, hosting and maintenance of website/ portal / mobile application for government projects, is committed to the goals of BRAOU, has demonstrated the capacity needed for the activities involved, in accordance with the requirements of the first party and the second party shall carry out the same as per the scope of work.

## NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

### 1. TERMS

The project period from 01<sup>st</sup> April 2024 to 31<sup>st</sup> March 2026 unless terminated earlier as per the termination procedure hereunder. This Agreement may be renewed for further periods as may be mutually agreed by the parties herein.

### 2. SCOPE OF WORK

The CGG shall carry out the following activities under the scope of this project.

**2.1 Software Development:** This includes the development of the following list of modules.

Module#1: Entrance Test Registrations and data process.

Entrance test registrations, Online fee payment, dashboard to view registration information, an interface to communicate with the students to pay the registration fee, exam centre information, Hall ticket downloads, etc.

Module#2: Admissions and Student Support Services

#### Admissions

Admission Registration forms with mobile-driven concepts for all the programs, UG/PG/Diploma/Certificate/ M.Phil and Ph.D.

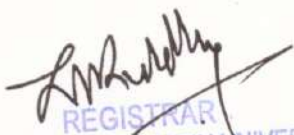
Interface for lateral entry and early exit of the students.

Interface for sharing credits as per the NEP-2020.

Certificate verification at Centers using the web interface and mobile applications, allow the student to pay fee immediately after verification of the certificate using their mobile phone.

Registration and Tuition fee payment Second-Year Fee.

Registration and Tuition fee payment Third-Year Fee.

  
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ID card & Course Material.

ID card and Digital course materials download facility to students after payment of tuition fee.

Course Material Distribution.

Interface to print address labels to dispatch course materials.

Data Corrections.

Student profile correction using OTP with validations & approval work flow.

Study Centre Management.

Study Center Management including maintenance of Staff, List of Subjects offered in the Center, a Counsellors list, a record of counselors' attendance, Study Center bills submission through website.

Online & Offline classes.

Interface to upload schedules for Online and Offline classes.

Grievance addressing system.

Grievance addressing system along with mobile application.

Dashboard and Interaction system for Faculty-Student interaction

Interface for verifying the student details of the department, Year-wise, Semester wise, and course-wise strength. Interface for communicating events to the students by the faculty department. Facility to pick up student communication details from the site by the department.

Module#3: Examination automation & General work on Exam Data.

Pre-Exam

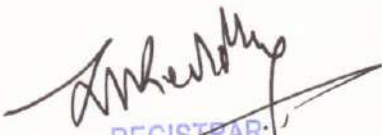
Exam Registration Form, Improvements, Allow the students to register for exam papers as per their financial conditions (Example Student pay theory exam fee first after two days he/she realize to pay practical fee or some more theory papers)

Upload Exam Time Table, Test Centre login, Declaration by test center, Automated preparation of Exam Centres, Paper counts, Late comers handling, interface to automated Communication to the students through SMS, WhatsApp, and email, D- Forms, Data submission to the question papers, Data submission to the Onscreen Valuation vendor to prepare Adhesive Stickers to paste on answer scripts.

Post Exams

Result processing based on onscreen valuation data or data received from other sources, Relative grading, Cumulative grading.

Statistical data Dashboard for Result Committee, Result upload to website, Download memos, Downloadable Semester Consolidated Memo, T-Sheet printing.

  
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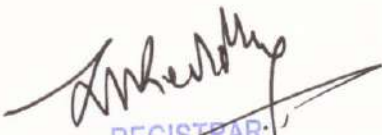
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empanelled agency for the modules requested by the Department and would be charged separately.

#### 4. PROFESSIONAL FEE AND PAYMENT TERMS

Project is awarded on transaction-based business model with the following rates considered and agreed to assign the automation work to CGG.

1. Rs.7/- (Rupees Seven only) excluding taxes per student applied for the entrance test covering the scope of work defined in Module#1, will be charged whenever the students pay the application fee.
2. Rs.15/- (Rupees Fifteen only) excluding taxes per student admitted covering the scope of work defined in Module#2, will be charged whenever the students pay the tuition fee for the first Semester/Year.
3. Rs.27/- (Rupees Twenty Seven only) excluding taxes per student per semester covering the scope of work defined in Module#3, will be charged whenever the students attempt for the first time in the semester.

The following service charges will be paid extra as per actuals, in addition to the amounts as detailed above. These charges are applicable, if the services are taken from CGG.

- i. Payment Gateway service charges.
- ii. SMS both text and voice-based service charges.
- iii. Security Audit Charges.
- iv. Application / Database Audit charges.
- v. SSL implementation charges.
- vi. WhatsApp Auto Response System integration charges & monthly charges.
- vii. End user training shall be provided in the head office of the BRAOU by CGG.
- viii. Taxes as applicable.
- ix. The payment will be released every quarter from the date of roll out of the application.

#### (b) Payment Terms

Following payment terms are applicable:

Project shall be carried out in transaction-based business model. Payment to be released every quarter from the date of roll out of the application.

#### 5. DELIVERABLES

The key deliverables of the project are mentioned below:

- a) User manuals
- b) SRS

  
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#### 6. SLAs and TECHNICAL SUPPORT

The following service level agreements (SLAs) will be provided by CGG to BRAOU during maintenance of applications in contract period.

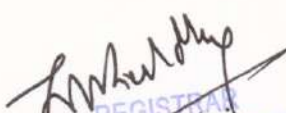
- a) Uptime - 98% uptime of applications.
- b) Pre-declared downtimes for schedule updates / maintenances will not be part of uptime calculation.
- c) Maintenance downtime will be informed at least two days in advance, ensuring it doesn't affect the payments during important calendar periods.
- d) Database backup - database backup will be taken for every 24 hours & securely retained.
- e) Technical support ensures the functioning of the application properly 24x7. Addressing technical issues raised during the conduct of day-to-day activities. Issues can be posted through an e-mail designated for this purpose and showstopper and highly critical issues would be resolved within 24 to 48 hours. CGG team can also be contacted on phone for the necessary support required during the office hours i.e., 10.30 am to 5.15 pm on working days.

#### 7. CHANGE REQUEST

- (a) In case of additional customization, addition or change in the services the department has to post it through Virtuo change management. Based on the change request received, CGG would submit a proposal to the BRAOU for necessary approval. On receipt of the approval CGG will take-up the work. Any change requests specifically mentioned as urgent/priority by BRAOU will be parallel taken up by CGG along with submission of the proposal.
- (b) The change request will adequately describe (a) the requested modification, (b) the estimated resources - cost and timelines required to implement the modification or additional scope of work, (c) its impact on a statement of work if it is a modification or development as per the standard practice being followed in the CGG, and (d) any required information asked by the department.
- (c) BRAOU must pay the amount that is associated with all such change requests plus applicable GST to CGG and adhere to the revised timelines mutually agreed upon.
- (d) CGG would submit the bills of additional works done in the nearest billing cycle.
- (e) Changes to the delivery schedule - The delivery schedule submitted by the CGG will get delay in case of change requests. The new schedule will be the sum of the base timeline and time required for developing change request(s) as well time required to address its impact in the existing modules in the system.

#### 8. TERMINATION BY AGREEMENT

- (a) This Agreement may be terminated at any time by either party by giving a notice not less than 90 days for termination of the agreement in writing to the other party. Either party may terminate this agreement with cause in the event of a material breach by the other and the same not having been remedied, within 15 days of written notice by aggrieved party. Accordingly, the party seeking termination will provide the other party with

  
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sufficient and reasonable prior written notice of such material breach and the opportunity to cure the same.

- (b) Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- (c) CGG must be duly paid the professional fees for the work carried out and the services rendered till the date of termination, proportionately or on the basis of completion of work, whichever is higher and shall also be reimbursed for reasonable demobilization of expenses.
- (d) This agreement shall be valid for a period of 2 years from the date of signing the agreement. The same may be renewed time to time at every 2 years interval.

#### 9. PAYMENT UPON TERMINATION

- (a) Upon termination of this contract, the first party shall make the following payments to the second party (after offsetting against any amount that may be due from the second party).
- (b) Professional fee for services satisfactorily performed prior to the effective date of termination on the basis of completion of work or period of services proportionately whichever is higher;
- (c) Reimbursable expenditure actually incurred prior to the effective date of termination.
- (d) Any other payments due as per this agreement or as mutually decided for effective termination.


#### 10. INTELLECTUAL PROPERTY RIGHTS

CGG shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this contract, including all processes, products, software, specifications, reports, drawings, and other documents which have been developed by the consulting agency during the performance of services and for the purposes of transfer, inter-alia use or sub-license of such services under this contract. Ownership of intellectual property in usage of pre-existing material of the party shall continue to be with the respective party. Intellectual property rights of the source code and database developed under this project lies with CGG. However, CGG has agreed to share the source code when CGG is unable to meet the client's requirements or is not in a position to do so for the scope defined in the Techno Commercial document.

#### 11. ROLES AND RESPONSIBILITIES

The roles and responsibilities of both the parties are given below

S.No.	RESPONSIBILITIES	ROLE	
		CGG	BRAOU
1.	Overall program management with primary responsibility for coordination across all parties.	✓	✓
2.	Providing Single Point of Contact (SPoC) from the BRAOU.		✓
3.	Understanding functional requirements & processes with the	✓	✓

  
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S.No.	RESPONSIBILITIES	ROLE	
		CGG	BRAOU
	assistance of User Dept role definition.		
4.	Development of the Modules/ Services with all the features specified above and according to the requirements.	✓	
5.	Testing of the modules to ensure that all modules are working perfectly.	✓	✓
6.	Solution deployment (configuration of business rules)	✓	
7.	SRS and User Manual.	✓	
8.	Fixation of bugs and module updates will be done during the agreement period.	✓	
9.	Data Entry in all the modules.		✓
10.	Deployment of software updates.	✓	
11.	Solution deployment (configuration of business rules).	✓	✓
12.	Monitor the progress of data entry and implementation of the project.		✓
13.	Define the Roles/Responsibilities of the BRAOU		✓
14.	Single point of Contact shall be identified by CGG & BRAOU	✓	✓
15.	To thoroughly check the output of reports/MIS generating from the application software.	✓	✓
16.	Change requests i.e., requests for development of additional requirements to be submitted through change request management system through CGG VirtuO		✓
17.	User Acceptance Testing of all the modules before rollout solution deployment (configuration of business rules)		✓

## 12. VALIDATIONS AND / OR AMENDMENTS

Variations and/ or amendments to this contract shall be made with the consent of both parties. All such variations and / or amendments shall be in writing and signed by both parties.

## 13. ACTS OR MISSIONS OF OTHER PARTY

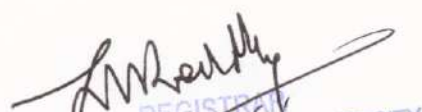
Neither party shall be liable for any delay or failure in the performance of its obligations under this agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other party or other party's agents or due to a breach of this agreement by the other party.

## 14. NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, e-mail, cable or facsimile and confirmed in writing to the other party's address.

## 15. FORCE MAJEURE

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of party and which made parties performance of their obligations impossible or impractical and includes but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of either party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

  
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**No breach of contract** - The failure of a party to fulfil any of its obligations shall not be considered to be a breach of, or default under this contract if such failure from an event of Force Majeure provided the party has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

**Measures to be taken** - (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such inability to fulfil its obligations with minimum delay and cost. (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than 14 (fourteen) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible. (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **16. GOVERNING LANGUAGE**

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

#### **17. APPLICABLE LAW**

The contract shall be interpreted in accordance with appropriate Indian laws.

#### **18. JURDICTION OF COURTS**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Hyderabad, Telangana State only.

#### **19. LIMITED LIABILITY**

Notwithstanding anything contained herein, in no event shall CGG or User Department and their employees be liable, one to the other, for any special, indirect, incidental, consequential or any other damages, including damages due to lost profits, data, goodwill, image or savings in connection with or arising out of or under this agreement or the services or deliverables provided by either party under the terms of the contract.

#### **20. ARBITRATION**

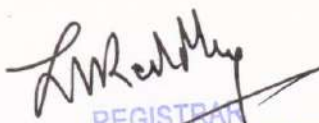
Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with The Arbitration & Conciliation Act 1996 and the place of arbitration proceedings shall be at Hyderabad. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by both the parties. The arbitrator(s) shall be mutually appointed. However, in case of no agreement the matter may be reflected to DG, CGG, who in consultation with concerned parties shall appoint the arbitrator.

#### **21. THIRD PARTY**

No person who is not a party to this agreement shall have any right under the Contracts (Rights of Third Parties) Act 1872 to enforce any term of this supplemental agreement.

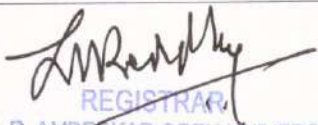


#### **22. SIGNED IN DUPLICATE**

This agreement is executed in duplicate each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Both parties shall be entitled to keep one original.

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



NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

For and on behalf of BRAOU	For and on behalf of Centre for Good Governance (CGG)
<p>Signature: </p> <p>REGISTRAR Dr. B. R. AMBEDKAR OPEN UNIVERSITY Name: Dr. L. Vijaya Krishna Reddy Designation: Registrar Date: Witness:</p>	<p>Signature: </p> <p> Name: Mr. Dakshina Murthy Kakunuri Designation: Director, (eGov) Date: Witness:</p>