Request for Proposal
For
Examination Management System

KERALA TECHNOLOGICAL UNIVERSITY

Prepared By: Registrar, Kerala Technology University
Date: 15th June 2015
Kerala Technological University

1 NOTICE INVITING TENDERS............................................................................................................ 6
2 INTRODUCTION & OBJECTIVE ...................................................................................................... 7
3 ELIGIBILITY CONDITIONS ................................................................................................................ 8
4 SCOPE OF WORK, DELIVARABLES ................................................................................................. 10
   4.1 SCOPE OF WORK.......................................................................................................................... 10
   4.2 DELIVERABLES ............................................................................................................................ 10
5 RESPONSIBILITIES OF THE UNIVERSITY ...................................................................................... 11
6 ESTIMATED VOLUME OF WORK ...................................................................................................... 12
7 INSTRUCTIONS TO BIDDERS ......................................................................................................... 13
   7.1 SALE OF BIDDING/ TENDER DOCUMENTS AND USE OF BID DOCUMENT ................. 13
   7.2 PRE-BID MEETING/ CLARIFICATIONS ................................................................................. 13
   7.3 CHANGES IN THE BIDDING DOCUMENT ............................................................................. 13
   7.4 PERIOD OF VALIDITY OF BIDS ............................................................................................... 14
   7.5 FORMAT AND SIGNING OF BIDS .......................................................................................... 14
   7.6 TENDER FEES............................................................................................................................. 14
   7.7 ELIGIBILITY DOCUMENTS ........................................................................................................ 14
   7.8 TECHNICAL DOCUMENTS .......................................................................................................... 15
   7.9 FINANCIAL BID SHALL INCLUDE THE FOLLOWING DOCUMENTS: .................................... 15
   7.10 ALTERNATIVE/ MULTIPLE BIDS: ......................................................................................... 15
   7.11 BID SECURITY (EMD): ............................................................................................................ 15
   7.12 DEADLINE FOR THE SUBMISSION OF BIDS....................................................................... 16
   7.13 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS................................... 17
   7.14 OPENING OF BIDS ................................................................................................................... 17
   7.15 SELECTION METHOD: ............................................................................................................... 18
   7.16 RFP EVALUATION PROCESS ................................................................................................. 19
   7.17 CLARIFICATION OF BIDS ........................................................................................................ 21
   7.18 EXCLUSION OF BIDS/ DISQUALIFICATION ........................................................................ 22
   7.19 LACK OF COMPETITION .......................................................................................................... 22
   7.20 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT ..................... 23
   7.21 INFORMATION AND PUBLICATION OF AWARD ................................................................ 24
   7.22 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS ............................................................. 24
   7.23 PERFORMANCE SECURITY ..................................................................................................... 24
   7.24 FORFEITURE OF SECURITY DEPOSIT: ................................................................................ 24
   7.25 SIGNING OF CONTRACT ........................................................................................................... 25
8 RFP RESPONSE REQUIREMENTS .................................................................................................. 25
   8.1 RESPONSE FORMAT (PROPOSAL FORMAT) ....................................................................... 25
   8.2 TECHNICAL PROPOSAL CONTENT ......................................................................................... 26
   8.3 COMMERCIAL/FINANCIAL PROPOSAL .................................................................................. 26
9 RFP TERMS & CONDITIONS .......................................................................................................... 28
   9.1 LIABILITIES OF KTU .................................................................................................................. 28
   9.2 PROPOSAL PROCESS MANAGEMENT ............................................................................... 28
   9.3 CONFIDENTIALITY & RFP OWNERSHIP ............................................................................. 28
   9.4 SECURITY – NON DISCLOSURE AGREEMENT ................................................................. 28
   9.5 BIDDER PRESENTATION ......................................................................................................... 29
   9.6 REFERENCES ............................................................................................................................... 29
   9.7 CONTRACT NEGOTIATIONS ...................................................................................................... 29
Request for Proposal – Examination Management System

Kerala Technological University

9.8 SOLUTION / SERVICE ACCEPTANCE TESTING .................................................. 29
9.9 IMPLEMENTATION SCHEDULE .................................................................... 29
9.10 PROJECT MANAGEMENT ........................................................................... 30

10 ANNEXURE-I: FUNCTIONAL/TECHNICAL REQUIREMENTS ......................... 30
10.1 COMPLIANCE MATRIX .................................................................................. 30
10.2 WORKFLOW OF THE EXAMINATION MANAGEMENT PROCESS ................. 31
10.3 FUNCTIONAL REQUIREMENTS OF EXAMINATION MODULE: .................. 32
10.4 SECURITY/PERFORMANCE REQUIREMENTS ............................................... 37
10.5 OTHER REQUIREMENTS ............................................................................. 38

11 ANNEXURE-II: BIDDER INFORMATION & REFERENCE .................................. 40
11.1 BIDDERDETAILS ......................................................................................... 40
11.2 STAFF DETAILS .......................................................................................... 40
11.3 PRODUCT DETAILS ..................................................................................... 40
11.4 FINANCIALS ............................................................................................... 41
11.5 REFERENCE ................................................................................................. 41

12 ANNEXURE-III: LIST OF COLLEGES IN SCOPE ............................................ 42
13 ANNEXURE-IV: DRAFT SLA AND DRAFT MSA ............................................ 46
# ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>AB</td>
<td>Answer Books</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
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<tr>
<td>CERT</td>
<td>Computer Emergency Response Team</td>
</tr>
<tr>
<td>DC</td>
<td>Data Centre</td>
</tr>
<tr>
<td>DR</td>
<td>Disaster Recovery</td>
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<tr>
<td>EE</td>
<td>External Examiner</td>
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<tr>
<td>EMS</td>
<td>Examination management system</td>
</tr>
<tr>
<td>IE</td>
<td>Internal Examiner</td>
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<tr>
<td>FRS</td>
<td>Functional Requirement Specifications</td>
</tr>
<tr>
<td>IT/ICT</td>
<td>Information and Communication Technologies</td>
</tr>
<tr>
<td>KTU</td>
<td>Kerala Technological University</td>
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<tr>
<td>MCQ</td>
<td>Multiple Choice Question</td>
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<td>MSA</td>
<td>Master Service Agreement</td>
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<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer / Original Licensor of EMS Solution</td>
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<tr>
<td>QP</td>
<td>Question Paper</td>
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<tr>
<td>QPM</td>
<td>Question Paper Moderator</td>
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<tr>
<td>QPR</td>
<td>Question Paper Reviewer</td>
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<tr>
<td>QPS</td>
<td>Question Paper Setter</td>
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<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
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<td>NIT</td>
<td>Notice Inviting Tender</td>
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<tr>
<td>SPOC</td>
<td>Service Provider. The terms Systems Integrator/ Implementation Partner / Bidder are also used interchangeably. In case of a consortium, lead bidder.</td>
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<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<tr>
<td>PMU</td>
<td>Project Management Unit</td>
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<tr>
<td>SPOC</td>
<td>Single Point of Contact</td>
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<tr>
<td>SRS</td>
<td>Software Requirements Specification.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Of The Shelve</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>STQC</td>
<td>Standard Testing and Quality Certification</td>
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<tr>
<td>SGR</td>
<td>Semester Wise Generated Revenue</td>
</tr>
<tr>
<td>UAT</td>
<td>User Acceptance Testing</td>
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<tr>
<td>CE</td>
<td>Chief Examiner</td>
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<tr>
<td>DSC</td>
<td>Digital Signature Code</td>
</tr>
<tr>
<td>PoA</td>
<td>Power of Attorney</td>
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<tr>
<td>NPV</td>
<td>Net Present Value</td>
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Kerala Technological University

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
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<tbody>
<tr>
<td>BC</td>
<td>Business Continuity</td>
</tr>
<tr>
<td>BoQ</td>
<td>Bill of Quantity</td>
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<tr>
<td>CVC</td>
<td>Central Vigilance Commission</td>
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Kerala Technological University

1. NOTICE INVITING TENDER

Tender Reference No: KTU/P/768/2015(1)         Date: 18-06-2015

KTU hereby invites fresh bids from interested firms for providing a web enabled integrated Examination Management System and related services. Interested firms may download the ‘Request For Proposal for Examination Management System’ from the KTU website: www.ktu.edu.in, and https://etenders.kerala.gov.in.

The last date to submit the bids is 8-7-2015.

Registrar
KTU

<table>
<thead>
<tr>
<th>Tender Processing Fee</th>
<th>25,000 /- Plus Taxes Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Inviting Authority and Contact Person</td>
<td>Registrar, Kerala Technological University, CET Campus, Thiruvananthapuram – 16</td>
</tr>
<tr>
<td>Nature of Project Work</td>
<td>Examination Management System</td>
</tr>
<tr>
<td>Tender Reference</td>
<td>KTU/P/768/2015(1)</td>
</tr>
<tr>
<td>Availability of Tender Documents (RFPs)</td>
<td>Available to interested bidders as per advertisement referred above.</td>
</tr>
<tr>
<td>List of Tender documents (RFPs)</td>
<td>Document titled ‘Request For Proposal for Examination Management System’</td>
</tr>
<tr>
<td>Date of release of tender Documents</td>
<td>18-6-2015</td>
</tr>
<tr>
<td>Address to send Pre-bid queries</td>
<td>Should be sent only by authorized primary contact person of respondent companies from their official email IDs to official email ID <a href="mailto:registrar@ktu.edu.in">registrar@ktu.edu.in</a> of Registrar, KTU</td>
</tr>
<tr>
<td>Last date to submit Pre-bid queries</td>
<td>23-6-2015</td>
</tr>
<tr>
<td>Date of Pre-bid meeting</td>
<td>24-6-2015, 2pm</td>
</tr>
<tr>
<td>Place for Pre-bid meeting</td>
<td>Kerala Technological University, CET Campus, Trivandrum-16</td>
</tr>
</tbody>
</table>
2. INTRODUCTION & OBJECTIVE

Kerala Technological University (a state government university) has come into existence on May 21, 2014 with an aim to give leadership to the technology related policy formulation for the state. It also emphasizes to improve the academic standards of the graduate, postgraduate and research programme(s) in engineering science, technology and management and regulate the academic standards of all colleges affiliated to the University. The main thrust areas of the University are Research, Development and Innovation.

The University has a focused strategy to enable its processes through modern Technology & IT Solutions. Through Technology adoption, the University wishes to make its processes seamless, speedy and of high quality.

One of the functions of the University is to conduct external examinations for all its ongoing programs in the Engineering Colleges affiliated to the University spread over entire state of Kerala. Towards this purpose, the University intends to invite bids for Facilitating Examination Management System for the academic year 2015-16 that can be extended to three more years, based on satisfactory performance of the first year. The main modules envisaged as part of the system are

a) Question Paper Setting and Distribution
b) Answer Sheet Authentication
c) Digitization of Answer Paper and Distribution
d) Valuation Management

| Last date for response to pre-bid queries | 29-6-2015 |
| Last date and time for submission of bids | 8-7-2015 |
| Nature of bid process | Two Stage bidding QCBS |
| Earnest Money Deposit | INR 5,00,000/- Five Lakh rupees. |
| Opening of bids | 13-7-2015, 11am |
Kerala Technological University

For this purpose, sealed tender under two bid system, are invited from reputed, experienced and technologically sound IT Service Providers (Firms/Companies/Agencies/Societies) having adequate infrastructure and experience of handling the Examination Management System.

3. ELIGIBILITY CONDITIONS

The bidder must fulfill the following Qualification Criteria / Eligibility Conditions

Pre-Qualification (PQ) Criteria

<table>
<thead>
<tr>
<th>S. No</th>
<th>Basic Requirement</th>
<th>Specific Requirement</th>
<th>Supporting Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual Net Turn Over</td>
<td>The Bidder Annual Net Turnover (After deducting Service tax, VAT, etc.) of the Company registered in India during last five years ending 31\textsuperscript{st} March 2015 shall be more than Rs. 50 Crores in each year in India.</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>2</td>
<td>Net Worth</td>
<td>The Bidders should have Positive Net worth during the last five years ending 31\textsuperscript{st} March 2015 and shall be more than Rs. 5 Crores in India.</td>
<td>Certificate from the statutory auditor</td>
</tr>
<tr>
<td>3</td>
<td>Legal Entity</td>
<td>The Bidder shall be registered in India under Companies Act 1956 at least for 7 years as on 31\textsuperscript{st} March 2015. &lt;br&gt;The bidder must have VAT Registration Number (Registration Number of the Firm/Company/Agency) that is TIN, PAN of Firm/Company/Agency/Society and Service Tax Registration Number. Apart from the above the bidder must have valid EPF Registration Number and ESI Registration Number</td>
<td>Certificates of incorporation &lt;br&gt;Registration Certificates</td>
</tr>
<tr>
<td>4</td>
<td>Blacklisting</td>
<td>The bidder should neither have been Debarred / blacklisted by any Central / State Govt. Department / Universities / Educational Institutions / Organization in last three years nor should have any litigation pending with any of these Department or Court of Law with regards to the works executed by it.</td>
<td>A Self Certified letter</td>
</tr>
<tr>
<td>5</td>
<td>Certifications</td>
<td>The Bidder should have ISO 9001:2008 certification or equivalent and ISO/IEC 27001 certification (Information Security Management System ) or equivalent.</td>
<td>Copy of certificate</td>
</tr>
<tr>
<td></td>
<td>Technical Capability</td>
<td>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client</td>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>6</td>
<td>The Bidder should have experience in Examination Management System and should have implemented the same for at least 5 customers in last 3 years; of which at least 2 customer implementations should be having more than 1 Lakh answer papers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Manpower Strength</td>
<td>The bidder must have on its roll at least 200 technically qualified professionals in the area of Project Management/Development/Quality Assurance/Implementation in providing the services as on 31st March 2015 (Excluding contractual and outsourced persons/workers). Bidder should have branch office in the Kerala state./ set a branch office in Kerala with 25 employees, a project manager and at least one Business Analyst cum Tester ……</td>
<td>Self Certification / Declaration by the authorized signatory</td>
</tr>
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Kerala Technological University

4. SCOPE OF WORK, DELIVERABLES

4.1 SCOPE OF WORK

The Examination management system, envisaged by the University, would be a system that handles the end-to-end process relating to the management of examination at the various authorized centres of the University. The system should be fully automated with high availability, and should handle not just the initial load (that of year 1 students of over 160 affiliated colleges across all locations of Kerala), but also the future loads of the university. The system should be able to accept the registration details of all the eligible students from the Students lifecycle management system (an internal system of the University), distribute the question papers securely to the students at the registered centres, digitize the answer sheets in the most accurate and secured way, pass it on to the evaluators, collate the outcome and transfer it to Results Management System (an internal system of the University) of the University. The full list of requirements and the approximate workflow of the process described is attached in Section 10.2 of this RFP document.

4.2 DELIVERABLES AND RESPONSIBILITIES OF SELECTIVE BIDDER

Prospective Bidder must deliver a solution that would handle the end-to-end process for managing University examination (theory) conducted for Graduate and Post-Graduate Programs for the academic year 2015-16 that can be extended to another three years, subjected to satisfactory performance of the selected vendor. The generic activities to be delivered as part of the scope of work for the project are as under

- Develop a Solution Specification after a requirements study and get it approved from the competent authority of the University.
- Submit the Designs aligned to the requirements
- Make modifications to the product and the process flow (if any) as per the requirements of the University
- Deployment of the proposed solution for KTU use.
- Provide Hosting environment for deploying the software and disaster recovery in the data centres Tier 3 or Tier 4 certified (or equivalent certification) in different geographical locations.
- Setting up the printing (for Question Paper Printing & Answer sheet Authentication) and scanning facility (along with standby facility) in each Examination Centres (Affiliated Colleges) shall be in place before at least 2 weeks before commencement of examination and demonstrate to KTU authority and will be available till at the end of examination.
- Provide the human resource required for scanning and printing in each examination centres. (The profile of the staff must be provided to KTU and get approved before the works start)
- Providing Hard Copy / Soft Copy of Reports at various stages of each process as required by the University.
Kerala Technological University

- The Bidder should provide an undertaking that the data supplied by the University shall not be sold / shared with any other organisation / or used for any commercial activities without the express consent of the University.
- Ensuring the Security of the Application and Database and hosting the same as per time line decided by the University and enabling the University to audit all aspects of the application and data base as required.
- Provide training to the end users like question paper setting and paper valuation officials/professors etc.,
- Suggest the model of Answer Sheet booklet which are suitable for the system proposed.
- Data generated during the period must be made available whenever requested by the university authorities.
- To ensure interoperability and scalability the design of the solution and database shall be open API ready.
- Ensure that the database and design for further business continuity model.
- Copy of Archives of past data from time-to-time
- Support University with any reports / data for statutory audits or for fulfilling any other such regulatory requirements.
- Vendor should establish a dedicated Project Management Unit and Help Desk/Call Centre at KTU or as desired by KTU.
- Vendor should have adequate manpower to assist in the implementation of services such as configuration, training, handholding, refresher training.
- Operation and maintenance of EMS solution for a period of four years after ‘Go Live’.
- Managed services support in a distributed environment to ensure performance to Service Levels.

5 RESPONSIBILITIES OF THE UNIVERSITY

The University will provide to the prospective vendor

- Authorised Contact Person to coordinate information sharing and other processes between the Prospective Bidder and examination centres at affiliated Engineering Colleges.
- Work with the selected vendor for the system requirements and design sessions
- Handover all required information regarding rules, procedures, guidelines etc. governing the processes that are to be developed.
- Sign-off of deliverables on time for the vendors.
- Make authorised persons available for the User Acceptance Testing
- Any materials requiring specialised Pre Printed Stationary, shall be supplied by the University unless specifically mentioned as part of Agency deliverables under the Specific Activities included in the Scope of Work.
- Office space and other provisions for the delivery teams during the interaction phases with University

Request for Proposal – Examination Management System
Kerala Technological University

- Uninterrupted power supply, Internet connectivity along with required bandwidth and location (location shall be made secured by the vendor) along with the basic facilities (viz. table, chairs, covered spaces etc) for setting up the scanning facility in each examination centres will be provided by Kerala Technological University, Trivandrum.
- Hardware for (viz computers with keyboard and mouse, uninterrupted power supply and internet connectivity along with required bandwidth) the purpose of evaluating the digitized answer scripts to be made available at the evaluation centers/colleges and will be organized by Kerala Technological University, Trivandrum. In case of Online Evaluation using internet, the university will ensure availability of internet connectivity along with required bandwidth at evaluators houses/other locations,
- Prompt approval and payment of fees as agreed in the final contract.
- Provide points of contact in the affiliated institutions for any local assistance during the deployment of examination procedures in the institutions.
- Any other mutually agreed requirements as and when required.

6 ESTIMATED VOLUME OF WORK

Kerala Technological University has about 160 Affiliated Colleges offering B-Tech, M-Tech, MCA and MBA degree in multiple disciplines (List of Engineering Colleges under KTU is given in Annexure III). It is likely that the number of affiliated Colleges will increase in the subsequent years. There will be Examination Centres in each Affiliated Colleges across all locations in Kerala. There will be three types of examination for each semester – (i) Regular Examination in which complete registered students will participate, (ii) Supplementary examination for failed students (approximately 20 – 50% of registered students and varies according to colleges & subjects) one week after publishing the results of regular examination, and (iii) Repeat Annual Summer Supplementary Examination – one time in a year for the failed students in supplementary examination. The Controller of Examination of KTU will supervise and organize the Examination Management System for KTU.

In the case of M-Tech, ten to fifteen institutions form a cluster and there will be a Controller of Examination for each cluster. The Controller of Examination of the Cluster will be in-charge of KTU Controller of Examination for Question Paper Setting, Initiating & monitoring Question Paper distribution, Preparatory work for valuation and monitoring of valuation process. KTU only has to monitor the process.

Similarly in the case of Autonomous Engineering Colleges, Principal / Controller of Examination nominated by Board of Governance. The Controller of Examination of the Cluster will be in-charge of Controller of Examination of KTU and there will be provision for monitoring the whole process.
7 INSTRUCTIONS TO BIDDERS.

7.1 SALE OF BIDDING/ TENDER DOCUMENTS AND USE OF BID DOCUMENT

1. The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIT). The complete bidding document shall be placed on the e-tendering portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

2. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

7.2 PRE-BID MEETING/ CLARIFICATIONS

1. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

2. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIT and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

3. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

7.3 CHANGES IN THE BIDDING DOCUMENT

3. At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum (corrigendum) in accordance with the provisions below.

4. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

5. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

6. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the
period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

7.4 PERIOD OF VALIDITY OF BIDS.

1. Bids submitted by the bidders shall remain valid during the period specified in the NIT/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

2. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

3. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

7.5 FORMAT AND SIGNING OF BIDS

1. Bidders must submit their bids online at e-tendering portal i.e. https://etenders.kerala.gov.in.

2. All the documents uploaded should be digitally signed with the DSC of authorized signatory.

3. The tender is “Two Bid” document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with the Processing fee and Earnest Money Deposit (EMD). The Financial Bid should contain only commercial in the prescribed format.

7.6 TENDER FEES

Tender fees is paid online https://etenders.kerala.gov.in. Through e-payment gateway.

7.7 ELIGIBILITY DOCUMENTS

1. Bidder’s Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.

2. All the documents mentioned in the “Eligibility Criteria”, in support of the pre-qualification criteria.
7.8 TECHNICAL DOCUMENTS

1. Indicative technical sizing and specifications for compatible technology stacks and indicative Software platforms and/or COTS products for the Application layer as mentioned in “Scope of Work”
2. Certificate of Conformity/No deviation
3. Project references for technical evaluation
4. Technical Specification compliance sheet
5. Components Offered
6. Manufacturer's Authorisation Form (MAF)
7. UNDERTAKING FOR AUTHENTICITY OF EQUIPMENTS

7.9 FINANCIAL BID SHALL INCLUDE THE FOLLOWING DOCUMENTS

1. Covering Letter – Financial Bid on bidder’s letter head duly signed by authorized signatory as per Annexure-5 (PDF). Financial Bid As per BoQ (.XLS) format available on e-tendering portal) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted online e-tendering portal along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the Bid submitted by the bidder.

2. Cost & Language of Bidding.
   1. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
   2. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Malayalam language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7.10 ALTERNATIVE/ MULTIPLE BIDS:

1. Alternative/ Multiple Bids shall not be considered at all.

7.11 BID SECURITY (EMD):

Every bidder participating in the procurement process will be required to furnish the bid security as specified.
1. Online e-payment of EMD or Bid security and processing fee is the only method of payment in this process.
2. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
3. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
4. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases:
   i. When the bidder withdraws or modifies its bid after opening of bids;
   ii. When the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   iii. When the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   iv. When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
5. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
6. No interest shall be payable on the bid security.
7. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
8. The procuring entity shall promptly return the bid security after the earliest of the following events:
   i. the expiry of validity of bid security;
   ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   iii. The cancellation of the procurement process; or the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

7.12 DEADLINE FOR THE SUBMISSION OF BIDS

1. Bids shall be received online at e-tendering portal and up to the time and date specified in the NIT.
2. Normally, the date of submission and opening of Bids will not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such
Kerala Technological University

case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIT and shall also be placed on the e-tendering portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a nonworking day, the Bids shall be received or opened on the next working day.

7.13 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS.

1. If permitted on e-tendering portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financials) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
2. Bids withdrawn shall not be opened and processes further.

7.14 OPENING OF BIDS

1. The Bids shall be opened by the tendering authority on the date and time mentioned in the NIT in the presence of the bidders or their authorized representatives who choose to be present.
2. The tendering authority shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list.
3. All the documents comprising of technical Bid shall be opened & downloaded from the e-tendering website (only for the bidders who have submitted the prescribed fee(s)).
4. The tendering authority shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
   i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
   ii. bid is valid for the period, specified in the bidding document; bid is unconditional and the bidder has agreed to give the required performance security; and other conditions, as specified in the bidding document are fulfilled any other information which the tendering authority may consider appropriate.
5. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document and processing fee and bid security.
6. The Financial Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.
Kerala Technological University

7.15 Selection Method:
The Bidders will be short-listed based on Pre-qualification criteria. The short-listed bidders will be considered for further comparison.

Selection method shall be Quality and Cost Based Selection (QCBS) which shall be determined on the basis Technical soundness with quality solution and total value of the financial bid. Technical and Financial bids both will be scrutinized by the evaluation committee and marks will be awarded by the committee as prescribed in the document. Total score is calculated in the combination of 70% of Technical and 30% of financial qualifications as detailed below.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

\[ Bn = (70 \times \frac{Tn}{150}) + (0.30 \times Fn) \]

Where \( Bn \) = Total score of the Bidder
\( Tn \) = Technical score of the Bidder (out of maximum of 150)
\( Fn \) = Normalised financial score of the Bidder

[The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 bidders will be evaluated using the following formula: Financial Score of a Bidder (\( Fn \)) = \{(Commercial Bid of L1/Commercial Bid of the Bidder) \times 100\}%]

In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

7.16 RFP evaluation process

The technical proposal will be evaluated on the following areas:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max Marks</th>
<th>Supporting Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY PROFILE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in RsCrores)</td>
<td>Above Rs. 100Crores –10 marks Rs. 50 to 100 Crores – 5 marks</td>
<td>10</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>2</td>
<td>Certifications and Credentials</td>
<td>ISO 9001 ISO/IEC 27001 ISO/IEC 20000 CMM 3</td>
<td>10</td>
<td>Copy of certificates</td>
</tr>
<tr>
<td>3</td>
<td>Legal Structure</td>
<td>Public Pvt/ Private Ltd / Proprietary /</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>
## RELEVANT STRENGTHS

<table>
<thead>
<tr>
<th>Industry (India) Specific Capabilities</th>
<th>Qualitative assessment based on the number of Projects of similar nature in India and size of those projects.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&gt; = 5 assignments : 5 marks 4 assignments : 4 marks 3 assignments : 3 marks 2 assignments : 2 marks 1 assignment: 1 mark</td>
</tr>
<tr>
<td>No. of Answer Books evaluated through computers in single order for any Govt. project in India Scanning</td>
<td></td>
</tr>
<tr>
<td>&gt; 1L : 3 marks 500001 – 1L : 2 marks</td>
<td></td>
</tr>
<tr>
<td>&lt;=500000 : 1 marks Locations &gt; 100: 5 marks 100&gt; and &lt;=60: 4 marks 60&gt; and &lt;=20: 3 marks 20&gt; and &lt;=10: 2 marks  &lt;10: 1 mark</td>
<td></td>
</tr>
<tr>
<td>No. of QP distributed and printed on-line in single order for any Govt. project in India Printing</td>
<td></td>
</tr>
<tr>
<td>&gt; 1L : 3 marks 500001 – 1L : 2 marks</td>
<td></td>
</tr>
<tr>
<td>&lt;=500000 : 1 marks Locations &gt;200: 4 marks 200&gt; and &lt;=100: 3marks 100&gt; and &lt;=50: 2 marks  &lt;50: 1 mark</td>
<td></td>
</tr>
<tr>
<td>Minimum number of software development and support personnel experienced in developing and supporting software to manage integrated examination management</td>
<td></td>
</tr>
<tr>
<td>&gt; 100 : 5 Marks 50- 100 : 3 marks 25- 49 : 2 Marks</td>
<td></td>
</tr>
</tbody>
</table>

Note: and Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
<table>
<thead>
<tr>
<th>Approach &amp; Methodology</th>
<th>Details</th>
<th>Mark</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Functionality</td>
<td>Meeting the requirements of KTU in terms of how close the proposal is to the functional requirements for the solution as have been proposed for KTU (In case it is COTS, it should be measured by degree of customization required) Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: Solution proposed and its components, Scale of implementation, Learning on Issues Challenges Challenges likely to be encountered Mitigation proposed Client references:</td>
<td>20</td>
<td>Demo, Presentation &amp; Compliance Note</td>
</tr>
<tr>
<td>Technology</td>
<td>Demonstrated robustness of the technology deployed across other installations around the world, including: Scalability Security Ease of implementation Ease of Use Disaster Recovery Backup</td>
<td>20</td>
<td>Demo, Presentation &amp; Compliance Note</td>
</tr>
<tr>
<td>Project Methodology, Support and Documentation</td>
<td>Qualitative assessment based on: Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference</td>
<td>10</td>
<td>Demo, Presentation &amp; Compliance Note</td>
</tr>
</tbody>
</table>

Training, Manuals (including
The financial proposal will be evaluated based on per unit price proposed for year 1 and the NPV of year 2, year 3 and year 4, together with the volume discounts proposed by the bidders.

7.17 CLARIFICATION OF BIDS

1. To assist in the examination, evaluation, comparison and qualification of the Bids, the tendering authority may, at its discretion, ask any bidder for a clarification regarding its Bid. The tendering authority's request for clarification and the response of the bidder shall be through the e-tendering portal.

2. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the tendering authority shall not be considered.

3. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the financial Bids.

4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
7.18 EXCLUSION OF BIDS/ DISQUALIFICATION.

1. A procuring entity shall exclude/disqualify a Bid, if: -
   i) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
   ii) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
   iii) the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
   iv) the Bid materially departs from the requirements specified in the bidding document or it contains false information;
   v) the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
   vi) a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

2. A Bid shall be excluded/disqualified as soon as the cause for its exclusion/disqualification is discovered.

3. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
   i) communicated to the concerned bidder in writing;
   ii) Published on the State Public Procurement Portal, if applicable.

7.19 LACK OF COMPETITION

1. A situation may arise where, if after evaluation of Bids, the tendering authority may end-up with one responsive Bid only. In such situation, the tendering authority would check as to whether while floating the NIT all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIT would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
   i. the Bid is technically qualified;
   ii. the price quoted by the bidder is assessed to be reasonable;
   iii. the Bid is unconditional and complete in all respects;
   iv. there are no obvious indicators of cartelization amongst bidders; and
   v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

2. The tendering authority shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

3. In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
4. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

7.20 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT

1. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

2. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

3. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

4. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

5. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

6. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

7. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

8. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent/ Acceptance (LOI/ LOA) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
9. The bid security of the bidders who’s Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

7.21 INFORMATION AND PUBLICATION OF AWARD:

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIT.

7.22 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

The KTU reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Purchaser makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

7.23 PERFORMANCE SECURITY

1. Prior to execution of agreement, Performance security shall be solicited from all successful bidders.
2. The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services.
3. Performance security shall be furnished in any one of the following forms:
   a. Deposit though e payment;
   b. Bank guarantee/s of a scheduled bank

7.24 FORFEITURE OF SECURITY DEPOSIT:

1. Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
   a. When any terms and condition of the contract is breached.
   b. When the bidder fails to make complete supply satisfactorily.
   c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
2. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
3. No interest shall be payable on the PSD.

7.25 SIGNING OF CONTRACT
1. Contract Finalisation and Award: KTU shall reserve the right to negotiate with the Bidder whose proposal has been ranked best value bid on the basis of Technical and Commercial evaluation to the project, as per guidelines provided by CVC. On this basis the draft contract would be finalized for award and signing.

2. After KTU notifies the successful bidder that its proposal has been accepted, KTU shall enter into contact, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between KTU and the successful bidder. The draft Service Level Agreement and draft Master Service Agreement are provided in Annexure IV.

3. Failure of the successful bidder to agree with the draft Legal Agreement and Terms & Conditions of the RFP be the sufficient grounds for the annulment of the award, in which event KTU may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such case, KTU shall invoke the EMD of the most responsive bidder.

8. RFP RESPONSE REQUIREMENTS

8.1 RESPONSE FORMAT (PROPOSAL FORMAT)

FORM OF TENDER

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof as may be decided by the Kerala Technological University, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

*I/We am /are remitting/have separately remitted the required amount of Rs.......................................................(also in words) as EMD and Rs...........................................(also in words) as Processing fee (by e-payment).

Yours faithfully,

(Signature) ................... .................
(Address) ...............................  
........................................
Date:......................................
8.2 TECHNICAL PROPOSAL CONTENT

The bidders should provide a detailed technical proposal to the University with an alignment to the functional and non-functional Requirements specified in this RFP. The technical proposal should have the following sections as minimum:

(A) EMD
(B) Executive summary: to Summarize the overall proposed solution and its value proposition
(C) Overview of the proposed solution: detailing of the solution architecture, process flow, Technology and other details that will support the solution
(D) Response to University’s requirements: Alignment sheet is attached in the section 9 (Appendix-I: Functional/Technical Requirements)
(E) Project Governance & Plan (with estimated time lines and effort)
(F) Value adds of the solution
(G) Exit Policy
(H) Company factsheet
(I) Other details (mentioned in Section 10 APPENDIX-II: BIDDER INFORMATION & REFERENCE)

8.3 COMMERCIAL/FINANCIAL PROPOSAL.

The financial proposal should detail the prices inclusive of any discounts or inflation related costs for 4-year model (excluding taxes) assumptions made for arriving at the suitable commercials.

The financial proposal should be attached with a copy of the requirements alignment sheet (Section 9)

The financial proposal for the solutions should be submitted as a Utility model. The bidders should use the following formats to submit the pricing sheet

(a) Utility Model pricing

The Bidder is allowed to provide a cost effective, all-inclusive utility pricing for the Examination solution with year on year value. The utility pricing should be on Students Answer script basis and as in the table mentioned below (4 years). No additional price components should be shown in the pricing.

Since the University provides huge increase in volume from time to time (The current estimated volume for Year 1 is around 8 L answer-scripts under various courses of UG & PG Courses and under various types (regular, supplementary etc.). the estimated volume of work in second year is approximately two times that of first year, third year is three times that of first year approximately and forth year is four times that of first year approximately. The Bidder should also anticipate more number of exam centres, due to affiliation of new colleges), the bidder should propose a competitive volume discount to the University, as part of its financial proposal. The volume discount is to be incorporated in pricing.
Kerala Technological University

The bidder should provide the per answer-script pricing

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Year 1 Price</th>
<th>Year 2 Price</th>
<th>Year 3 Price</th>
<th>Year 4 Price</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Answer-script</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The prices quoted in the financial bid should be exclusive of taxes. Any applicable taxes should be quoted separately

*KTU Academic year is from Aug 1st to July 31st (for e.g. the year 2015-16 begins on Aug 1st 2015 and ends on July 31st 2016)*

**Billing Cycle:**

The billing cycle will be every semester wise ie, after completing the examination process of each semester. On providing the certificate from the nodal officers at each examination center and clearance certificates from evaluators for evaluation module which should be online after completing the process of valuation. The processing and Payment of bills will take place within 45 days of the receipt of Invoice with supporting certificates as mentioned herewith.

Payment to the vendor will be made in two six-monthly cycle of the KTU Academic year (August 1st – January 31st cycle and February 1st - July 31st Cycle), based on the number of Answer scripts uploaded during the said period. For the second cycle (i.e. February 1st - July 31st Cycle), the payment will be adjusted with the volume discount of the whole year and the remaining amount will be settled. The University will issue a Purchase order with the service details and the payment shall be made to the vendors on submission of invoice. Payment period, subjected to accurate and timely submission of the invoices will be 45 days.

For Year 1 only, the first cycle of Payment (August 1st 2015- January 31st 2016) will be split into two parts, and 10% of the payment, on an anticipated volume will be paid to the successful vendor, after 15 days of signing the contract. The rest of the payment will be recalculated based on the actual number of Answer-scripts uploaded into the system during the said period. For the second cycle payment, the standard process as described above will apply.
9 RFP TERMS & CONDITIONS

9.1 LIABILITIES OF KTU

This RFP is only an invitation for proposal and no contractual obligation on behalf of KTU whatsoever shall arise from the RFP process unless and until a formal contract is signed between KTU and the Bidder.

This RFP does not commit KTU to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services.

9.2 PROPOSAL PROCESS MANAGEMENT

KTU reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarification from one or more bidders, or to cancel the process in part or whole. No Bidders obligated to respond to or to continue to respond to the RFP after the submission and closing date.

KTU will, at its discretion, award the contract to the responsible vendor submitting the best proposal that complies with the RFP. KTU may, at its sole discretion, reject any or all proposals received or waive minor defects, irregularities, or informalities therein.

9.3 CONFIDENTIALITY & RFP OWNERSHIP

This RFP is both confidential and proprietary to KTU, and KTU reserves the right to recall the RFP in its entirety or in part. Bidders agree that they will not duplicate, distribute or otherwise disseminate or make available this document or the information contained in it to other parties, without the express written consent of KTU.

Bidders shall not include or reference this RFP in any publicity without prior written approval from the client, which, if granted, shall be granted by the individual named above. Bidders must accept all of the foregoing terms and conditions without exception. All responses to the RFP will become the property of KTU and will not be returned.

9.4 SECURITY – NON DISCLOSURE AGREEMENT

The Bidders as part of the proposal should sign the non-disclosure agreement to safeguard the confidentiality of KTU’s business information and data.

9.5 BIDDER PRESENTATION

If required, the Bidder will be asked to make presentations at KTU. KTU shall not be under any obligation to bear any part of the expenses incurred by the Bidders for the presentations.
9.6 REFERENCES

Please provide a minimum of three reference sites where the proposed solution / service(s) has been installed. These users should be of similar size and offering similar services as that of KTU, and have similar systems, scope and users of the specific solution and version proposed. All the details of reference sites requested for in Appendix III should be provided along with the names and contact details of persons who will be available for discussion.

KTU may contact these users to obtain any information on the solution / service and implementation.

In case KTU decide to have site visits, Bidders will co-ordinate with the reference sites and arrange a visit on request from KTU. The costs incurred by the evaluation team representing the KTU, for the reference site visits, if undertaken, will be borne by KTU. The results of this evaluation shall form a crucial input for selection of the preferred solution / service.

9.7 CONTRACT MANAGEMENT

At the completion of the selection process, KTU will enter into contract management and negotiations with the selected Bidder. Bidders should also be aware that the following documents would be included as attachments to the final contract:

- This Request for Proposal
- The Bidder’s proposal in response – both technical and commercial
- Any modifications to the proposal
- A Master Service Agreement (MSA)
- A Serve Level Agreement (SLA)
- An implementation Plan identifying the tasks to be completed with milestones, the assigned responsibilities, and the scheduled completion dates.

9.8 SOLUTION / SERVICE ACCEPTANCE TESTING

Prior to going live, KTU will require a period of time to conduct a thorough User Acceptance Testing (UAT) of the solution / service. This period should be sufficient to verify the solution / service operations and effectiveness. The UAT will not commence until the Bidder has implemented the solution / service (including installation, custom modifications, and parameterizations, functional testing, stress testing, and system integration testing if required by KTU) at KTU’s premises.

9.9 IMPLEMENTATION SCHEDULE

KTU plans to have the first set of examinations using the new system, by November 15th 2015. The Key milestones leading to the process are:

- System Requirements finalisation : July 20th, 2015
- Availability of QP module : 20th August , 2015
- System set ups, interconnections (scanners, printers etc.) and testing , in the affiliated centres : 1st September 2015
- Complete the Customisation of the flows, Software : September 1st, 2015
- KTU trial runs : September 30th, 2015
Kerala Technological University

- Actual Enrollement details, Faculty details and other KTU setup : 1st October 2015
- Conduct of the First exam : Nov 16th, 2015 onwards

Bidder should describe the implementation schedule for the solution / service and the approach to be used.

9.10 PROJECT MANAGEMENT

The Bidder should provide at least the following information to KTU:
- The description of the different phases of the project,
- The methodology and approach
- Specific list of the deliverables by phase the Bidder intends to provide along the project.
- Key performance indicators proposed for service delivery.

10 ANNEXURE-I: FUNCTIONAL/TECHNICAL REQUIREMENTS

10.1 COMPLIANCE MATRIX

Level of Compliance:
Using the level codes 1 to 4, the bidder must indicate how requirements of section 9.3 will be met
The level codes 1 to 3 indicate completion, whereas level code 4 indicates non-completion.

1 = Standard.
Standard feature of the solution proposed.

2 = Minor Customization without commercial impact.
Compliance required adjustment. Adjustment is included in the offer.

3 = Major Customization required with commercial impact.
Compliance requires special development, which will be included in the offer. Date for completion must be stated as a comment, and be in accordance with the time schedule. Financial proposal should reflect the financial impact of this customization

4 = Can't be implemented.
Completion will not take place

Estimated price for a fulfillment in case of degree of completion 4:
In connection with level of compliance 4, the estimated price for a fulfillment must be stated in the specified field

Comments:
In this field, the bidder may state comments and reservations.
10.2 WORKFLOW OF THE EXAMINATION MANAGEMENT PROCESS
# 10.3 FUNCTIONAL REQUIREMENTS OF EXAMINATION MODULE:

<table>
<thead>
<tr>
<th></th>
<th>Functionality</th>
<th>Entity involved</th>
<th>Level of Compliance</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Web interface for receiving Course, Semester, Syllabus, Scheme, List of Text Book, Year of Implementation etc. from existing KTU software and storing/updating Exam Database (periodic automatic synchronization) (Or) Facility to add / update above details by the KTU User</td>
<td>System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Web interface for receiving Cluster details, student enrollment details and examination details from existing KTU software and storing / updating Exam Database (periodic automatic synchronization) (Or) Facility to add / update above details by the KTU User</td>
<td>System</td>
<td>KTU User</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Web interface for receiving the details of faculty (Faculty ID, Name, Teaching experience, Subjects taught, currently teaching etc.) both college-wise and external panel of external experts (KTU) from existing KTU software and storing / updating Exam Database (periodic automatic synchronization) (Or) Facility to add / update above details by the KTU User</td>
<td>System</td>
<td>KTU User</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Web interface for transferring the Old Question paper in pdf to the KTU portal</td>
<td>System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Allocating Question Paper Setters (QPS), Moderators (QPM) &amp; Reviewers (QPR) for each subject from the faculty pool of colleges and from a panel of external experts, through a workflow process initiated by the Controller of Examination of KTU.</td>
<td>KTU Controller of Examination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Generating request (email and SMS) for setting Question papers to QPS, QPM and QPR through a workflow process initiated by the Controller of Examination of KTU.</td>
<td>KTU Controller of Examination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Template for Question Paper, Key &amp; distribution of marks, chapter reference,</td>
<td>System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
difficulty level and time taken to answer by an average student shall be generated by
the system according to scheme of question paper, which will accept MCQ, Match the Columns, Complex Mathematical and Engineering formula's, Images, linked questions, texts etc..

Provision to enter Question Paper along with details mentioned above in the template provided by the system with facility to view old question papers, scheme and syllabus with list of Text/Reference books to the QPS remotely in a secured way for assigned subjects.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 8) | Intimation by SMS / email regarding the pending Question Papers for scrutiny to respective QPM

Facility to scrutinize/review the Question Paper (along with details mentioned above) submitted by QPS and assigned to the QPM, remotely in a secured way.

<table>
<thead>
<tr>
<th></th>
<th>QPM</th>
</tr>
</thead>
</table>
| 9) | Intimation by SMS / email regarding the pending Question Papers for review to respective QPM

Provision to finalize / reject the Question Paper (along with details mentioned above) submitted by QPM, by QPR and, mark Question Papers for selecting Regular, Supplementary or Year-end repeat exam remotely in a secured way.

Question Paper should go to Un-published Question Paper Repository and to Question bank simultaneously.

<table>
<thead>
<tr>
<th></th>
<th>System</th>
</tr>
</thead>
</table>
| 10) | Provision to monitor the setting / scrutinizing / reviewing of question papers by viewing the status report and a facility to give directions to QPS, QPM and QPR

<table>
<thead>
<tr>
<th>KTU Controller of Examination</th>
</tr>
</thead>
</table>
| 11) | Facility for displaying Question Paper IDs of reviewed Question Papers and select Question Paper (arbitrarily by the system) and to change if needed by KTU Controller of Examination

Provision for displaying the Centre-wise number of question paper required for each subject for a particular day and
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12)</td>
<td>Transferring Question Papers in a secured way to the exam centres by authenticated password and printing in a predetermined time</td>
<td>System</td>
</tr>
<tr>
<td>13)</td>
<td>Printing Question papers in required number (by keeping the damaged printed question papers separately) in the predetermined time in the respective examination centres. Packing Question Papers (Hall-subject wise; if Hall-subject--wise distribution is provided by the controller of examination) with proper label and handed over to Controller of Examination at the Centre</td>
<td>Service Provider</td>
</tr>
<tr>
<td>14)</td>
<td>Provision to monitor the downloading, printing and distribution of Question by viewing the status report and facility to giving directions to Users at center</td>
<td>KTU Controller of Examination</td>
</tr>
<tr>
<td>15)</td>
<td>After examination, mark the question paper “Old” and move question paper to “Old Question Paper Repository” &amp; move questions in the question paper to Question Bank.</td>
<td>System</td>
</tr>
<tr>
<td>16)</td>
<td>Provision for entering / transferring Answer sheet Distribution Details (Sheets used with Student Id) &amp; List of Absentees</td>
<td>Controller of Examination (Centre)</td>
</tr>
<tr>
<td>17)</td>
<td>Receipt of Answer sheet after manual verification with details in the system</td>
<td>Service Provider (Centre)</td>
</tr>
<tr>
<td>18)</td>
<td>Scanning of Answer sheets with proper identification &amp; numbering pages</td>
<td>Service Provider (Centre)</td>
</tr>
<tr>
<td>19)</td>
<td>Returning Answer sheet after bundling and labeling to the Controller of Examination (Centre)</td>
<td>Service Provider (Centre) &amp; Controller of Examination (Centre)</td>
</tr>
<tr>
<td>20)</td>
<td>Provision to monitor the scanning of answer sheets and facility for giving directions to Users at Centre</td>
<td>KTU Controller of Examination</td>
</tr>
<tr>
<td>21)</td>
<td>Assigning Valuation Chief Examiners (CE) from the list transferred by the KTU software, subject/course wise (Question paper) and approval Intimation by SMS / email to CE regarding making the scheme for the particular subject</td>
<td>KTU Controller of Examination System</td>
</tr>
<tr>
<td>22)</td>
<td>Allocating Internal Evaluators (IE) by the</td>
<td>Controller of</td>
</tr>
<tr>
<td>Step</td>
<td>Description</td>
<td>Responsible Authority</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>23</td>
<td>Assigning External Evaluators (EE) including third evaluator and approval of their work by the Controller of Examination (Principal). The intimation is done by SMS/email to the IE regarding paper valuation.</td>
<td>KTU Controller of Examination System</td>
</tr>
<tr>
<td>24</td>
<td>Provision to setting up of valuation scheme by CE for the subjects (question paper) by displaying the question paper key and mark distribution.</td>
<td>KTU Controller of Examination System</td>
</tr>
<tr>
<td>25</td>
<td>Provision to monitor allocation of CE, IE, EE and making of valuation scheme by viewing status reports and a facility for giving instructions to them.</td>
<td>KTU Controller of Examination</td>
</tr>
</tbody>
</table>
| 26   | **Valuation Desk 1:**  
The answer sheets belonging to a particular subject and institution is assigned to the Internal Examiner (IE) allocated to that subject.  
The answer sheet is masked byAnswer sheet ID and student ID.  
Provision for entering mark for each question by viewing answer sheet, key with distribution of marks and valuation scheme.  
Facility to total the marks according to the scheme of question paper, time taken to evaluate the answer sheet and submit the answer sheet on completing valuation. | System IE |
| 27   | Provision for monitoring the valuation by viewing the status of answer sheets allotted to the faculty (IE) of the institution and give instructions to them.                                              | Principal / Controller of Examination (Centre) KTU Controller of Examination |
| 28   | **Valuation Desk 2:**  
On completion of internal valuation of the answer sheets.                                                                                                                                                 | KTU & CE System |
allotted answer sheets; the system will dynamically allot an External Examiner (EE) for the answer sheet. The answer sheets will be shuffled before allotment.

The Answer sheet is displayed by masking Answer sheet ID and student ID

Provision for entering mark for each question by viewing answer sheet, key with distribution of marks and valuation scheme.

Facility to total the marks according to the scheme of question paper, time taken to evaluate the answer sheet and submit the answer sheet on completing valuation

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>29)</td>
<td>Provision for monitoring the valuation by viewing the status of answer sheets allotted to the faculty (IE) of the institution and give instructions to them</td>
<td>Principal / Controller of Examination (Centre), Controller of Examination KTU &amp; CE</td>
</tr>
<tr>
<td>30)</td>
<td>Third valuation is made active only if the difference between marks obtained in the internal valuation and external valuation exceeds 15% of total marks (according to current policy)</td>
<td>System</td>
</tr>
<tr>
<td>31)</td>
<td>Provision for monitoring the valuation by viewing the status of answer sheets allotted to the faculty (IE) of the institution and give instructions to them</td>
<td>Principal / Controller of Examination (Centre), Controller of Examination KTU &amp; CE</td>
</tr>
</tbody>
</table>

**Valuation Desk 3:**

The system will allot dynamically an answer sheet to third EE who does not belong to the college and does not participated in the first and second valuation.

The Answer sheet is displayed by masking Answer sheet ID and student ID

Provision for entering mark for each question by viewing answer sheet, key with distribution of marks and valuation scheme.

Facility to total the marks according to the scheme of question paper, time taken to evaluate the answer sheet and submit the answer sheet on completing valuation

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
viewing the status of answer sheets allotted to the faculty (IE- third evaluator) of the institution and give instructions to them

Controller of Examination (Centre), Controller of Examination KTU & CE

32) The marks obtained from internal evaluator, external evaluator and the external evaluator is tabulated against the register number and final mark is calculated according to the policy of KTU.

Once the valuation of all the answer sheet corresponding to a subject (Question Paper) is over, the tabulated marks along with details of evaluator will be transferred to the KTU software for further processing.

System

33) A web interface to display the marks awarded by the evaluator, using a temporary user id and password for predetermined date and time on request from KTU software

System

34) A web interface for viewing and downloading answer sheet, when a request comes from KTU software through secure authentication

System

35) Provision for handling the role of Controller of Examination of KTU/ Examination Centre & Principal by a staff authorized by KTU

System

10.4 SECURITY/PERFORMANCE REQUIREMENTS

<table>
<thead>
<tr>
<th>Sl. no</th>
<th>Detailed Security Requirements</th>
<th>Level of Compliance</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Standardization Testing and Quality Certification (STQC) and Performance Evaluation by CERT empanelled agencies should be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The System / Service provided, will be able to meet the load of distributing the QP to over 160 institutions (in year 1) and up to 2000 students at a time / per institution at the stipulated time of the examination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The System / Service provided, should be able to meet the load of collating the answer sheets from approximately 160 institutions (in year 1) and approximately up to 2000 students answer script at a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. The system / service provided, should be able to scan the examination papers from every examination Centre within 4 hours and make it available to the evaluators within 6 hours after the completion of examination

5. The System / Service provided, should be able to meet the load of over 4 L students answer script / per semester examination, for online distribution to selected evaluators, consolidate the results of the evaluations and transfer it to KTU Software

6. The system / service provided should be able to meet the increasing load of the University year-on-year for the next four years (the load is likely to grow by 100% of year 1 load)

7. The system/service provided, should be highly secure so that no unauthorized access other than pre-approved designated users will be allowed

8. The System & the Service provided should be available at 99.99% during the peak time (peak time will be during the scheduled examination period, post examination period and the evaluation period – calendar will be shared with the Service provider by the university from time-to-time)

### 10.5 OTHER REQUIREMENTS

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Detailed Optional Requirements</th>
<th>Level of Compliance</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Scan quality: The quality of scanned Answer books should be legible and free of any human errors (reverse scanning, loss of data due to folding or incorrect positioning etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Business Continuity: In case of any unforeseen issues, the service provider will have alternate operating procedure</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
so as to minimize the impact and continue the service without any interruptions.

3. Data Archiving: The QPs, and Answer scripts of the students should be compressed, and securely archived on a regular basis (period will be published during the contract phase) and the archives should be handed over to the University for its safe custody.

4. Regular maintenance/cosmetic changes and upgrades done as part of preventive maintenance or corrective maintenance on the System / Service, by the service provider should be made available to University at no additional cost.

5. Upgrades: The Software supplied will be kept up-to-date with the latest configurations of the standard product, without interruptions to the services.

6. Termination assistance: In the event of a poor performance of the selected vendor in year 1, or due to mutually accepted reasons during the contract period or after the natural expiry of 4 years without an extension, Vendor should assist the university in handing over of the data, reports and other documentation of the system, to enable KTU to run the system by itself or to a party chosen by KTU.
11 ANNEXURE-II: BIDDER INFORMATION & REFERENCE

11.1 BIDDERDETAILS

<table>
<thead>
<tr>
<th>General</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Holding Company or Parent Company (if any)</td>
<td></td>
</tr>
<tr>
<td>Company local address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Please provide details of ownership: private/public; ultimate parent; major shareholders. Any significant changes in ownership in the last two years?</td>
<td></td>
</tr>
<tr>
<td>Account Representative</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Years in business</td>
<td></td>
</tr>
</tbody>
</table>

**Certifications**

- Please provide details of any quality process certifications
- Any other certifications, please specify

11.2 STAFF DETAILS

<table>
<thead>
<tr>
<th>Staff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of employees</td>
<td></td>
</tr>
<tr>
<td>Please provide a break-up of the number of employees by function, e.g.</td>
<td></td>
</tr>
<tr>
<td>Sales/Marketing</td>
<td></td>
</tr>
<tr>
<td>Administrative Staff</td>
<td></td>
</tr>
<tr>
<td>Research &amp; Development</td>
<td></td>
</tr>
<tr>
<td>Implementation Staff</td>
<td></td>
</tr>
<tr>
<td>Technical Support Staff</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

11.3 PRODUCT DETAILS

<table>
<thead>
<tr>
<th>Product</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>System/Brand name</td>
<td></td>
</tr>
<tr>
<td>Date when first client went live</td>
<td></td>
</tr>
<tr>
<td>Current version and release date</td>
<td></td>
</tr>
<tr>
<td>Number of Clients using this software solution in</td>
<td></td>
</tr>
<tr>
<td>Largest customer for this product (or service) by Number of workstation, servers and number of remote locations</td>
<td></td>
</tr>
</tbody>
</table>
11.4 FINANCIALS

FINANCIAL INFORMATION

I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the bidder to the Income-Tax Department (copies to be attached).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>(1) 2012-13</th>
<th>(2) 2013-14</th>
<th>(3) 2014-15</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Annual turnover for similar works.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Net Profit /Loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Financial Position:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Cash</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Current Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Working Capital (b-c)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Current Ratio: (b/c)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. Up to date Income Tax Clearance Certificate.
III. Certificate of financial soundness from Bankers of Bidder.
IV. Financial arrangements for carrying out the proposed work.

11.5 REFERENCE

The reference customer details should be given in the following format. A separate copy of the format given should be used for each reference minimum required is 3.

<table>
<thead>
<tr>
<th>Customer Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Customer Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>What is or was the contact's role on the implementation?</td>
<td></td>
</tr>
<tr>
<td>State the duration of the implementation.</td>
<td></td>
</tr>
<tr>
<td>Which Module/version is being used?</td>
<td></td>
</tr>
<tr>
<td>Details of consultancy service provided</td>
<td></td>
</tr>
</tbody>
</table>
12. ANNEXURE-III: LIST OF COLLEGES IN SCOPE.

<table>
<thead>
<tr>
<th>SL NO</th>
<th>INSTITUTE NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ACE COLLEGE OF ENGINEERING</td>
</tr>
<tr>
<td>2</td>
<td>ADI SHANKARA INSTITUTE OF ENGINEERING AND TECHNOLOGY</td>
</tr>
<tr>
<td>3</td>
<td>AHALIA SCHOOL OF ENGINEERING &amp; TECHNOLOGY</td>
</tr>
<tr>
<td>4</td>
<td>AL AZHAR COLLEGE OF ENGINEERING AND TECHNOLOGY</td>
</tr>
<tr>
<td>5</td>
<td>AL-AMEEN COLLEGE, KULAPPULLY, SHORANUR-2</td>
</tr>
<tr>
<td>6</td>
<td>ALBERTIAN INSTITUTE OF SCIENCE AND TECHNOLOGY (AISAT)-TECHNICAL CAMPUS</td>
</tr>
<tr>
<td>7</td>
<td>AMAL JYOTHI COLLEGE OF ENGINEERING</td>
</tr>
<tr>
<td>8</td>
<td>AMMINI COLLEGE OF ENGINEERING</td>
</tr>
<tr>
<td>9</td>
<td>ARCHANA COLLEGE OF ENGINEERING</td>
</tr>
<tr>
<td>10</td>
<td>ARYANET INSTITUTE OF TECHNOLOGY</td>
</tr>
<tr>
<td>11</td>
<td>AWH ENGINEERING COLLEGE</td>
</tr>
<tr>
<td>12</td>
<td>AXIS COLLEGE OF ENGINEERING &amp; TECHNOLOGY</td>
</tr>
<tr>
<td>13</td>
<td>BASELIOS MATHEWS II COLLEGE OF ENGINEERING</td>
</tr>
<tr>
<td>14</td>
<td>BASELIOS THOMAS I CATHOLICOS COLLEGE OF ENGINEERING &amp; TECHNOLOGY</td>
</tr>
<tr>
<td>15</td>
<td>BISHOP JEROME INSTITUTE</td>
</tr>
<tr>
<td>16</td>
<td>CAARMEL ENGINEERING COLLEGE</td>
</tr>
<tr>
<td>17</td>
<td>CARMEL COLLEGE OF ENGINEERING AND TECHNOLOGY</td>
</tr>
<tr>
<td>18</td>
<td>CHRIST COLLEGE OF ENGINEERING</td>
</tr>
<tr>
<td>19</td>
<td>CHRIST KNOWLEDGE CITY</td>
</tr>
<tr>
<td>20</td>
<td>COCHIN COLLEGE OF ENGINEERING &amp; TECHNOLOGY</td>
</tr>
<tr>
<td>21</td>
<td>COCHIN INSTITUTE OF SCIENCE AND TECHNOLOGY</td>
</tr>
<tr>
<td>22</td>
<td>COLLEGE OF ENGINEERING, KOTTARAMKARA</td>
</tr>
<tr>
<td>23</td>
<td>COLLEGE OF ENGINEERING KIDANGOOR</td>
</tr>
<tr>
<td>24</td>
<td>COLLEGE OF ENGINEERING KALLOOPPARA</td>
</tr>
<tr>
<td>25</td>
<td>COLLEGE OF ENGINEERING &amp; TECHNOLOGY-PAYYANUR</td>
</tr>
<tr>
<td>26</td>
<td>COLLEGE OF ENGINEERING ADOOR</td>
</tr>
<tr>
<td>27</td>
<td>COLLEGE OF ENGINEERING AND MANAGEMENT PUNNAPRA</td>
</tr>
<tr>
<td>28</td>
<td>COLLEGE OF ENGINEERING CHENGANNUR</td>
</tr>
<tr>
<td>29</td>
<td>COLLEGE OF ENGINEERING KARUNAGAPPALLY</td>
</tr>
<tr>
<td>30</td>
<td>COLLEGE OF ENGINEERING MUNNAR</td>
</tr>
<tr>
<td>31</td>
<td>COLLEGE OF ENGINEERING PERUMON</td>
</tr>
<tr>
<td>32</td>
<td>COLLEGE OF ENGINEERING POONJAR</td>
</tr>
<tr>
<td>33</td>
<td>COLLEGE OF ENGINEERING TRIKARIPUR</td>
</tr>
<tr>
<td>34</td>
<td>COLLEGE OF ENGINEERING TRIVANDRUM</td>
</tr>
<tr>
<td>35</td>
<td>COLLEGE OF ENGINEERING, ATTINGAL</td>
</tr>
<tr>
<td></td>
<td>College Name</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>36</td>
<td>College of Engineering, Cherthala</td>
</tr>
<tr>
<td>37</td>
<td>College of Engineering, Pathanapuram</td>
</tr>
<tr>
<td>38</td>
<td>College of Engineering, Thalassery</td>
</tr>
<tr>
<td>39</td>
<td>College of Engineering, Vadakara</td>
</tr>
<tr>
<td>40</td>
<td>College of Engineering, Aranmula</td>
</tr>
<tr>
<td>41</td>
<td>Eranad Knowledge City Technical Campus</td>
</tr>
<tr>
<td>42</td>
<td>Federal Institute of Science and Technology (FISAT)</td>
</tr>
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12. ANNEXURE-IV: DRAFT SLA AND DRAFT MSA.

DRAFT
SERVICE LEVEL AGREEMENT
with
Service Provider for implementation of
Examination Management System
at
Kerala Technological University,
Thiruvananthapuram
SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the ............. day of ............2015
at............... Kerala.

BETWEEN

--------------------------------------------------------------------------------------------------------------------

having its office at -----------------------------------------------

India 

hereinafter referred to as ‘Kerala Technological University’, which expression shall, 

unless the context otherwise requires, include its ‘permitted successors and 

assignees);

AND

with

--------------------------------------------------------------------------------------------------------------------

____________ (Name, Designation and Address of the Agency/SP) hereinafter referred to as the Service Provider / XXX ‘(which expression shall unless excluded by or repugnant to the 

context be deemed to include his/her successor in office or assign)

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and 

individually as a ‘Party’.

WHEREAS:

Kerala Technological University is desirous to implement the Examination Management 

System product and services, a suite of applications developed by the 

________________, for 160 plus Affiliated Engineering Colleges, Under Kerala 

Technological University.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, 

representations and provisions set forth herein, the Parties hereto agree as follows:
### Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>AB</td>
<td>Answer Books</td>
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<tr>
<td>BG</td>
<td>Bank Guarantee</td>
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<td>CERT</td>
<td>Computer Emergency Response Team</td>
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<td>DC</td>
<td>Data Centre</td>
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<td>DR</td>
<td>Disaster Recovery</td>
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<td>EE</td>
<td>External Examiner</td>
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<td>EMS</td>
<td>Examination management system</td>
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<td>IE</td>
<td>Internal Examiner</td>
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<tr>
<td>FRS</td>
<td>Functional Requirement Specifications</td>
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<tr>
<td>IT/ICT</td>
<td>Information and Communication Technologies</td>
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<tr>
<td>KTU</td>
<td>Kerala Technological University</td>
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<tr>
<td>MCQ</td>
<td>Multiple Choice Question</td>
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<td>MSA</td>
<td>Master Service Agreement</td>
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<td>OEM</td>
<td>Original Equipment Manufacturer / Original Licensor of EMS Solution</td>
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<td>SP/SI</td>
<td>Service Provider. The terms Systems Integrator/ Implementation Partner / Bidder are also used interchangeably. In case of a consortium, lead bidder.</td>
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<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<td>PMU</td>
<td>Project Management Unit</td>
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<td>SPOC</td>
<td>Single Point of Contact</td>
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<td>SRS</td>
<td>Software Requirements Specification.</td>
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<td>COTS</td>
<td>Commercial Of The Shelve</td>
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<td>IT</td>
<td>Information Technology</td>
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<td>ICT</td>
<td>Information and Communication Technology</td>
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<td>SLA</td>
<td>Service Level Agreement</td>
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<td>STQC</td>
<td>Standard Testing and Quality Certification</td>
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<td>SGR</td>
<td>Semester Wise Generated Revenue</td>
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<td>UAT</td>
<td>User Acceptance Testing</td>
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<td>VSM</td>
<td>Valuation Scheme Maker</td>
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DEFINITIONS
For the purpose of this SLA, the definitions and terms as specified in the contract along
with the following terms shall have the meanings set forth below:

1. "Incident" refers to any event / abnormalities in the functioning of the EMS components
that may lead to disruption in normal operations of the EMS services.

2. "Support" shall mean the 24x7 support which shall handle Fault reporting, Trouble
Ticketing and related enquiries during this contract. Voice support & Interactive remote
diagnostic support shall also be there, allowing technological support engineers to
troubleshoot an incident securely through remote access.

3. Availability means the time for which the services and facilities are available for
conducting operations on an EMS application. Availability is defined as:

   \[ \frac{\text{Scheduled Operation Time} - \text{System Downtime}}{\text{Scheduled Operation Time}} \times 100 \]

4. Scheduled Maintenance Time / Scheduled downtime shall mean the time that the
System is not in service due to a scheduled activity as defined in this SLA. The
scheduled maintenance time would not be during examination cycle is the operating
timeframe. Further, scheduled maintenance time is planned downtime with the prior
permission of Kerala Technological University.

5. Scheduled operation time means the scheduled operating hours of the System for the
3. All scheduled maintenance time on the system would be deducted from the total
operation time for the month to give the scheduled operation time. The total operation
time for the systems and applications will be 24x7x365. Downtime means accumulated
time during which the System is totally inoperable within the Scheduled Operation Time
but outside the scheduled maintenance time.

6. “Response time” is defined as the time between receipt of the incident by support team
and its logging / generation of ticket on the system.

7. “Resolution Time” shall mean the time taken (after the incident has been reported to
the support team) till resolution. The severity parameters have been defined below:

   The severity would be as follows:
   a. Critical: In case an essential functionality of the EMS solution becomes
      unavailable in the live environment which are hampering the basic operations of
      the examination will be termed as critical.
   b. High: In case an essential functionality of the EMS solution becomes unavailable
      in the Live environment which is not actually hampering the basic operations of
      the examination resulting in a denial of service to the beneficiaries but may
      impact the other services will be termed as critical.
   c. Medium: In case an essential functionality of the EMS solution becomes
      unavailable in the Live environment which is not actually hampering the live
      services of the EMS but may impact the services if not attended immediately will
      be termed as medium.

INTERPRETATIONS
In this Agreement, unless otherwise specified:
(a) References to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses,
sub-clauses, paragraphs of and schedules to this Agreement;
(b) Use of any gender includes the other genders;
(c) references to a ‘person’ shall be construed so as to include any individual, firm,
company, University or KTU, local or municipal authority or government body or any
joint venture, association or partnership (whether or not having separate legal
personality);
(d) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
(e) any reference to a ‘day’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;
(f) References to a ‘business day’ shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Kerala are generally open for business or Kerala Technological University working days;
(g) References to times are to Indian Standard Time;
(h) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, notated or supplemented at any time; and
(i) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
(j) The “business hours” means, it is 10 AM to 5 PM,
(k) "Non-Business Hours" shall mean hours excluding “Business Hours”.
(l) If the operations at Primary DC are not switched to DR within the stipulated Time frame (Recovery Time Objective), it will be added to the system downtime.
(m) The SLA parameters shall be monitored on every instance of the start of the examination process as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of Kerala Technological University or an agency designated by them, then Kerala Technological University will have the right to take appropriate disciplinary actions including termination of the contract.
(n) A Service Level violation will occur if the SP fails to meet Minimum Service Levels, as measured between start and end of the examination process basis, for a particular Service Level. Overall Availability and Performance Measurements will be on semester basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the SP on every examination process on semester basis in KTU suggested format and a review shall be conducted based on this report. A semester Availability and Performance Report shall be provided to the KTU and certificate of satisfactory performance by the end users at the end of completing the examination at semester containing the summary of all incidents reported and associated SP performance measurement for that period. The Availability and Performance Report at every instance of examination process will be deemed to be accepted by Kerala Technological University upon review and signoff by both SP and Kerala Technological University. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by Kerala Technological University. The tools to perform the audit will need to be provided by the SP. Audits will normally be done on Pre and Post Examination Process on regular basis or as required by Kerala Technological University and will be performed by Kerala Technological University or third party audit agencies (including SLA online monitoring).
(p) The Post Implementation SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the offices and the developments of technology practices globally. The SLAs may be reviewed on an annual/bi-annual basis as Kerala Technological University decides after taking the advice of the SP and other agencies. All the changes would be made by Kerala Technological University in consultation with the SP.
(q) The SP is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SP are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Agreement. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Kerala Technological University and SP.

(r) Following tables outlines the key service level requirements for the system, which needs be ensured by the SP during the operations and maintenance period. These requirements shall be strictly imposed and either Kerala Technological University or a third party audit/certification agency shall be deployed for certifying the performance of the SP against the target performance metrics as outlined in the tables below. A third party agency is required to validate the outcome of the project with respect to its objectives

(s) Kerala Technological University should be interpreted as _____________________________________________ or the Kerala Technological University or Project Management Unit appointed by Kerala Technological University to carry out EMS related tasks

(t) One month is defined as 30 days

MEASUREMENTS AND ARITHMETIC CONVENTIONS

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

AMBIGUITIES WITHIN AGREEMENT

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
(a) As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
(b) As between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
(c) As between any value written in numerals and that in words, the value in words shall prevail.

PRIORITY OF AGREEMENTS

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

STRUCTURE

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties in relation to the provision of the Services by the Service Provider to the Buyer and its nominated agencies under this Agreement and the MSA.
OBJECTIVES OF THIS SLA

The System Provider shall be required to ensure that the Service Levels which shall ensure the following:
(a) Leveraging the benefits in new system in order to:
   (i) Replacement of manual examination process and replace with computerized centralized digitized end to end examination process.
   (ii) Infuse transparency in operations by enabling the stakeholders to have easy access of question papers preparation, finalization, e-distribution, decentralized printing of question papers, scanning the filled answer sheets to the server and distribute to valuating officials for valuation and provision of login ids and DSC (Digital Signature Certificate) to infuse accountability in operations.
   (iii) Enable faster processing in delivery of services with better turnaround time.
   (iv) Generate meaningful MIS from the system.
   (v) Provide inbuilt mechanism of security and quality control for crucial data.

To meet the aforementioned objectives the System Provider will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted professional services of SP to the Kerala Technological University and its nominated agencies after the Effective Date.

SCOPE OF SLA

This Agreement has been executed in relation to implementation and support portion of the Project between the Parties.
This Agreement shall ensure the following:
(a) Establishment of mutual responsibilities and accountability of the Parties;
(b) Definition each Party’s expectations in terms of services provided;
(c) Establishment of the relevant performance measurement criteria;
(d) Definition of the availability expectations;
(e) Definition of the escalation process;
(f) Establishment of trouble reporting single point of contact;
(g) Establishment of Project Management Unit;
(h) Establishment of the framework for SLA change management

The following parties are obligated to follow the procedures as specified by this Agreement:
(a) Kerala Technological University
(b) System Provider

AGREEMENT OWNERS

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:
| Title | Tel  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Authorized Representative, Kerala Technological University</td>
</tr>
<tr>
<td>System Provider</td>
<td>&lt;***&gt;</td>
</tr>
</tbody>
</table>
| Phone | <*  
|      | **  
|      | >  
|      | <  
|      | **  
|      | >  
|
CONTACT LIST

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact (“POC”) for the System Provider shall be <***> and will be available 24X7.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Location</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Authorised Representative, Kerala Technological University</td>
<td>&lt;***&gt;</td>
<td>&lt;***&gt;</td>
</tr>
<tr>
<td>System Provider</td>
<td>&lt;***&gt;</td>
<td>&lt;***&gt;</td>
<td>&lt;***&gt;</td>
</tr>
</tbody>
</table>

PRINCIPAL CONTACTS

The Buyer and the System Provider will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

Buyer principal contact: __________________________
System Provider principal contact: ____________________

COMMENCEMENT AND DURATION OF THIS AGREEMENT

Agreement shall commence on the date on which it is executed by the Buyer and the System Provider (hereinafter the “Effective Date”) and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates, which shall be a period of five years starting from the date of the Final Acceptance Test.

EXCLUSIONS TO THE AGREEMENT

This Agreement shall not govern the following services:
(a) Consulting services; and
(b) System Provider’s business processes not related to the Project.

TERMS OF PAYMENT AND PENALTIES

(a) In consideration of the Services and subject to the provisions of the MSA and this Agreement, the Buyer shall pay the amounts in accordance with the Terms of Payment Schedule of the MSA.
(b) For the avoidance of doubt, it is expressly clarified that the Buyer and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the System Provider to meet the Service Levels.

UPDATING OF THIS AGREEMENT

(a) The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they hereby agree to revise the terms of the Agreement on an annual basis.
(b) The Parties hereby agree upon the following procedure for revising this Agreement:
(i) Any and all changes to this Agreement will be initiated in writing between the Buyer and the System Provider. The service levels in this Agreement shall be considered to be standard for the Buyer and shall only be modified if both Parties agree to an appended set of terms and conditions;
(ii) Only the Buyer or the System Provider may initiate a revision to this Agreement;
(iii) A notice of the proposed revision ("SLA Change Request") shall be served to the Buyer or the System Provider as the case may be;
(iv) The SLA Change request would be deemed to be denied in case it is not approved within a period of 30 days;
(v) In the event that Buyer/System Provider approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;
(vi) The KTU shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within 15 days of such change taking place.

DOCUMENT HISTORY
All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Description of changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;***&gt;</td>
<td>&lt;***&gt;</td>
<td></td>
</tr>
</tbody>
</table>

SCOPE OF SERVICES
(a) The System Provider shall ensure that Services are available at various locations as per the requirements of the project;
(b) The System Provider shall provide support services for addressing problems related to the provision of services
(c) The System Provider guarantees that he shall achieve the Service Levels for the Project;
(d) The System Provider shall be liable to penalties in case of failure to comply with the Service Levels. However any delay not attributable to the System Provider shall not be taken into account while computing adherence to the Service Levels.

PERFORMANCE REVIEW
The POC’s of both the KTU and the System Provider shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the System Provider or the Buyer. The agenda for these meetings shall be as follows:
(a) Service performance;
(b) Review of specific problems/exceptions and priorities; and
(c) Review of the operation of this Agreement and determine corrective action to overcome deficiencies.
REPRESENTATIONS AND WARRANTIES OF BUYER
The KTU hereby represents and warrants to the System Provider as follows:
(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
(b) It has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
(c) It has the financial standing and capacity to perform its obligations under the Agreement;
(d) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;
(e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
(f) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
(g) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the System Provider's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

REPRESENTATIONS AND WARRANTIES OF THE SYSTEM PROVIDER
The System Provider hereby represents and warrants to the Buyer as follows:
(a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
(b) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
(c) This Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
(d) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
(e) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to
perform any of its material obligations under this Agreement;
(f) it has no knowledge of any violation or default with respect to any order, writ, injunction or
decree of any court or any legally binding order of any government instrumentality which may
result in any material adverse effect on its ability to perform its obligations under this Agreement
and no fact or circumstance exists which may give rise to such proceedings that would
adversely affect the performance of its obligations under this Agreement;
(g) it has complied with Applicable Law in all material respects and has not been subject to any
fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate
have or may have a material adverse effect on its ability to perform its obligations under this
Agreement;
(h) no representation or warranty by it contained herein or in any other document furnished by it
to the Buyer or to any government instrumentality in relation to the Required Consents contains
or shall contain any untrue or misleading statement of material fact or omits or shall omit to state
a material fact necessary to make such representation or warranty not misleading; and
(i) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person
by way of fees, commission or otherwise for entering into this Agreement or for influencing or
attempting to influence any officer or employee of the Buyer in connection therewith.

INDEMNITIES
The Parties agree to indemnify each other under this Agreement in accordance with the terms
and principles set out in the MSA.

DISPUTE RESOLUTION
Any dispute, difference or claim arising out of or in connection with the Agreement which is not
resolved amicably shall be decided in accordance with the dispute resolution procedure as set
out in the MSA.

MISCELLANEOUS
(a) Assignment and charges
This Agreement shall be binding on and enure for the benefit of each Party’s successors in title.
No Party shall assign, or declare any trust in favour of a third party over, all or any part of the
benefit of, or its rights or benefits under, this Agreement.
(b) Governing law and jurisdiction
This Agreement shall be construed and interpreted in accordance with and governed by the
laws of India, and the courts at the State of Kerala shall have jurisdiction over matters arising
out of or relating to this Agreement.
(c) Waiver of sovereign immunity
The Parties unconditionally and irrevocably:
(i) agree that the execution, delivery and performance by them of the Agreement constitute
commercial acts done and performed for commercial purpose;
(ii) agree that, should any proceedings be brought against a Party or its assets, property or
revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the
Agreement, no immunity (whether by reason of sovereignty or otherwise) from such
proceedings shall be claimed by or on behalf of such Party with respect to its assets;
(iii) waive any right of immunity which it or its assets, property or revenues now has, may
acquire in the future or which may be attributed to it in any jurisdiction; and
(iv) consent generally to the enforcement of any judgment or award against it in any such
proceedings to the giving of any relief or the issue of any process in any jurisdiction in
connection with such proceedings (including the making, enforcement or execution against it or
in respect of any assets, property or revenues whatsoever irrespective of their use or intended
use of any order or judgment that may be made or given in connection therewith).
(d) Variation
This Agreement may only be varied in writing and signed by both Parties.
(e) Waiver
(i) Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- shall be in writing
- shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- shall not affect the validity or enforceability of this Agreement in any manner.

(f) Exclusion of implied warranties
This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

(g) Survival
(i) Termination or expiration of the Term shall:
not relieve the System Provider or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.

(ii) All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term.

(h) Entire Agreement
This Agreement constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

(i) Severability
If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

(j) No partnership
This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to
otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

(k) Third parties
This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(l) Notices
Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Kerala Technological University:
Attn: <***>
Tel: 
Fax: 
Email: 
Contact:
With a copy to:
If to the System Provider:
Attn. <***>
Phone: <***>
Fax No. <***>

(m) Language
All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

(n) Counterparts
This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

(o) Mitigation
Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Buyer and the System Provider shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

(p) Removal of Difficulties
The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

SERVICE LEVELS

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. XXX shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned below. The services provided by the NIC shall be reviewed by the State, which will:

- Regularly check performance of the SP against this SLA
- Discuss escalated problems, new issues and matters still outstanding for resolution
- Review statistics related to rectification of outstanding faults and agreed changes
• Obtain suggestions for changes to improve the service levels

The SLAs have been logically segregated in the following categories:
1. Implementation Service Related Levels
2. Delivery Related Service Levels
3. Helpdesk Service Related Levels
4. Compliance and Reporting Service Levels
5. IT Infrastructure/Application related Service Levels

IMPLEMENTATION SERVICE RELATED LEVELS

Capacity Building

<table>
<thead>
<tr>
<th>Service Level Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity Building</td>
<td>All trainings should be completed before go live. The feedback form should be collected from all trainees, which will be verified by EMS PMU. Also the percentage of targeted trainees completed should be reported weekly to the PMU. If 80% of the trainings should be completed before go live in all the Designated Examination Centers and KTU it will be considered as for levying charges.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Violations for calculation of penalty (Index Weightage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>70-80</td>
<td>3</td>
</tr>
<tr>
<td>50-70</td>
<td>1</td>
</tr>
</tbody>
</table>

Charges will be levied from Implementation, Training and Hand holding head under Cost Break up for EMS rollout in pilot departments at Kerala Technological University (Till ________). Penalties applicable for each of the violations is 1% for quarterly payment (SGR) to the SP.

DELIVERY RELATED SERVICE LEVELS

<table>
<thead>
<tr>
<th>Baseline</th>
<th>Lower Performance</th>
<th>Violation of Service level agreement</th>
<th>Basis of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metric</td>
<td>Metric</td>
<td>Deduction</td>
<td>Metric Deduction/Ac</td>
</tr>
</tbody>
</table>

60
As per the dates as mentioned in the schedule | First 1 month penalty of 1 % | > 2 months 2% per month | Charges will be levied from Implementation, Training and Hand holding under Cost Break up for EMS rollout in pilot departments at Kerala Secretariat, Kerala Technological University (Till March 2014)

**System Integration Services include, but not limit to, the following:**
- Team Mobilization for the commencement of the work
- Before the initialization of the work a complete schedule will be provided by the Bidder to the KTU as the Project Plan
• Weekly track report would be given to the KTU by end of every week for acknowledgement and review
• Delivery of all the modules of the Software on time which are part of Scope of Work
• Installation report needs to be checked and passed by the KTU
• All the documents, manuals & CDs need to be made available to the University
• Licenses, Service Support documents will be checked and cleared by the University
• Component-wise installation, commissioning & testing schedule shall be made available to the University, by which periodic tracking of all the components can be done
• Quality control document for installation and commissioning shall be prepared by SP and verified by the University before installation kickoff
• Complete Load testing of all the equipments as per the equipment Data Sheet would be done by XXXX with an authorized team.(STQC)
• Complete Security testing report as per requirement for the STQC testing
• User Acceptance Test (UAT)
• Training schedule to be submitted two weeks prior to the start of Training and approved by the State after signing the contract
**HELP DESK SERVICES LEVELS**  
Time in which a complaint / query is resolved after it has been responded to by the IT service management.  
**Help Desk Support: KTU Site Support**

<table>
<thead>
<tr>
<th>Level 1</th>
<th>EMS</th>
<th>Question Paper Setting</th>
<th>Printing of Question Papers at Examination Centers</th>
<th>Uploading of Scanned Answer Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Login To EMS Failure for all users</td>
<td>Not able login, Not able to upload the Question Paper</td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>All e-file functionality Not Accessible</td>
<td>Not able to do other activities which are critical for proceeding for next level.</td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Scan Document Not able to Upload</td>
<td></td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Log of event Not Possible</td>
<td></td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Receipts Functionality Not Available</td>
<td></td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Digital Signing Not Accepted By EMS for all users</td>
<td></td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Local Administration Creation Not Possible</td>
<td></td>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>EMD Data Not Getting Populated</td>
<td></td>
<td></td>
<td></td>
<td>S</td>
</tr>
</tbody>
</table>
| Roles Assignment Not Possible  
User creation not possible | Meta Data Entry Not Functioning  
Access Permission Not Set Properly  
Role Assignment According to Hierarchical Structure and Folder Permission cannot be Set  
Insufficient space for the folders | Users cannot use the mail system functionality |
|---|---|---|
| **Level 2**  
Login To EMS Failure for some users  
Login is time consuming  
Password Reset  
e-File functionality partially accessible and not working  
some functions  
Receipts functionality is time consuming  
e-file functionality is time consuming  
failure in Migration Of Physical to e-file  
Digital Signing Not Accepted By EMS for some users  
Search Functionality Not Working  
User modification/ deletion not possible  
MIS Report Generation Including Customized Reports not appearing/anomalous | | |
| **Level 3**  
Time taken to upload digitized physical file is time consuming | Documents Not Retrievable, Uploadable is time consuming | |
<table>
<thead>
<tr>
<th>Level-4</th>
<th>Templates Not Accessible</th>
<th>Data Retrieval From Other Digital Archives Not Possible</th>
<th>Individual users cannot use the mail system functionality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Obsolete documents cannot be removed</td>
<td>Data Entry Not Functioning is time consuming</td>
<td>Attachments is time consuming for upload/download</td>
</tr>
<tr>
<td></td>
<td>Meta Data Entry Not Functioning is time consuming</td>
<td>Folder Creation/Deletion Not Possible</td>
<td>RSS feeds / bulletins not working</td>
</tr>
<tr>
<td></td>
<td>Data Retrieval From Other Digital Archives is time consuming</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(c) The severity of the individual incidents will be mutually determined by Kerala Technological University and XXXX.
(d) The scheduled operation time for Kerala Technological University site systems shall be the pre and post of examination process i.e., from setting up of question papers to completion of valuation of papers of Kerala Technological University.
(e) This service level will be measured on a semester basis for each examination center.
(f) The tables on the following page give details of the Service Levels the XXX is required to maintain.

**Help Desk Services related SLA**

<table>
<thead>
<tr>
<th>Service Level Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kerala Technological University &amp; Examination Centers Site Support Performance</td>
<td>80% of the Level 1 Incidents at each site should be resolved within at the earliest from the time call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 1 hour. This service level will be measured on basis for each examination center site. If the performance in a total examination process period for an examination center or site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the period will be the cumulative number of instances across the process time across all sites in the total examinations period of a particular semester. Average number of instances per process = (Total number of instances during the examinations period) / 6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average number of instances per month</th>
<th>Violations for calculation of penalty (Index Weightage )</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;0 &amp; &lt;=4</td>
<td>1</td>
</tr>
<tr>
<td>&gt;4 &amp; &lt;=8</td>
<td>2</td>
</tr>
<tr>
<td>&gt;8 &amp; &lt;=12</td>
<td>3</td>
</tr>
<tr>
<td>&gt;12</td>
<td>4</td>
</tr>
</tbody>
</table>
80% of the Level 2 Incidents at each site should be resolved within one hour from the time a call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 2 hours.

This service level will be measured on basis for each examination center site. If the performance in a total examination process period for an examination center or site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the period will be the cumulative number of instances across the process time across all sites in the total examinations period of a particular semester. Average number of instances per process = (Total number of instances during the examinations period) / 6

<table>
<thead>
<tr>
<th>Average number of instances per month</th>
<th>Violations for calculation of penalty (Index Weightage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;0 &amp; &lt;=4</td>
<td>1</td>
</tr>
<tr>
<td>&gt;4 &amp; &lt;=8</td>
<td>2</td>
</tr>
<tr>
<td>&gt;8 &amp; &lt;=12</td>
<td>3</td>
</tr>
<tr>
<td>&gt;12</td>
<td>4</td>
</tr>
</tbody>
</table>

80% of the Level 3 Incidents at each site should be resolved within 2 hours from the time a call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 3 hours.

This service level will be measured on basis for each examination center site. If the performance in a total examination process period for an examination center or site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the period will be the cumulative number of instances across the process time across all sites in the total examinations period of a particular semester. Average number of instances per process = (Total number of instances during the examinations period) / 6

<table>
<thead>
<tr>
<th>Average number of instances per month</th>
<th>Violations for calculation of penalty (Index Weightage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;0 &amp; &lt;=4</td>
<td>1</td>
</tr>
<tr>
<td>&gt;4 &amp; &lt;=8</td>
<td>2</td>
</tr>
<tr>
<td>&gt;8 &amp; &lt;=12</td>
<td>3</td>
</tr>
<tr>
<td>&gt;12</td>
<td>4</td>
</tr>
</tbody>
</table>
80% of the Level 4 Incidents at each site should be resolved within 6 hours from the time a call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 12 hours.

This service level will be measured on basis for each examination center site. If the performance in a total examination process period for an examination center or site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the period will be the cumulative number of instances across the process time across all sites in the total examinations period of a particular semester. Average number of instances per process = (Total number of instances during the examinations period) / 6

<table>
<thead>
<tr>
<th>Average number of instances per month</th>
<th>Violations for calculation of penalty (Index Weightage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;0 &amp; &lt;=4</td>
<td>1</td>
</tr>
<tr>
<td>&gt;4 &amp; &lt;=8</td>
<td>2</td>
</tr>
<tr>
<td>&gt;8 &amp; &lt;=12</td>
<td>3</td>
</tr>
<tr>
<td>&gt;12</td>
<td>4</td>
</tr>
</tbody>
</table>

This service level will be monitored at every instance of conducting examination. The scheduled operation time for the Helpdesk shall be 24x7 from start and end of the pre and post examinations till the results are declared. Helpdesk SLA clause will be applicable from the first cycle of examination process.

**Helpdesk Services include, but not limited to, the following:**
- Reports from the monitoring tools need to be submitted to the KTU weekly
- Diagnostic reports shall be made available to State as and when required
- Reports can be asked by KTU at any point of time
- Escalation Matrix need to be maintained by the helpdesk team
- Any call logs and its associated resolution shall be stored in knowledge management database for future reference
- Support examination centers/ KTU team to solve their problems pertaining to the application.
- Track each incident / call to resolution
- Provide feedback option to callers.
- Analyze the incident / call statistics and provide reports whenever requested by KTU including but not limited to:
  - Category of incidents / calls logged
  - Incidents / calls resolved
  - Incidents / calls open

**Steps to be followed under Helpdesk Services for managed Infrastructure portfolio:**
- Ticket will be raised by the Help Desk, and it will go to the concerned support staff dedicated at the examination center or a cluster center to solve the issue or error in the application.
- The Help Desk staff will continue follow-up with the concerned person for examination center.
- If the rectification is not done in the specified time, the call will be escalated to the concerned authority of University.
- After the rectification of the problem, the call shall be closed and the name of the responsible person for the rectification is stored in the database.
- The reason for the problem and how the problem was rectified will be stored in the Knowledge management database.

**COMPLIANCE AND REPORTING**

**MIS Reporting**

<table>
<thead>
<tr>
<th>Service Level Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Availability and Performance Report</strong></td>
<td>Provide monthly SLA compliance reports, monitoring and maintenance related MIS reports by the 5th of the following month.</td>
</tr>
</tbody>
</table>

This service level will be monitored on a monthly basis. If the monthly SLA compliance report related to the service level metrics is not provided in the given timeframe, it will be treated as one (1) instance. The total number of instances for the six-month period will be the cumulative number of instances across all the months in the six month period. Charges will be levied from Database Administration head under Cost Break up for EMS rollout and Penalties applicable for each of the violations is 0.1% of quarterly payment (SGR) to the SP.

<table>
<thead>
<tr>
<th>Total number of instances over the six month period</th>
<th>Violations for calculation of penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;0 &amp; &lt;=3</td>
<td>1</td>
</tr>
<tr>
<td>&gt;3</td>
<td>2</td>
</tr>
</tbody>
</table>
**IT INFRASTRUCTURE/APPLICATION RELATED SERVICE LEVELS**

Following outlines the service level indicators & and the target performance levels to be maintained by the SP during the contract period. These SLAs shall be strictly imposed and a third party audit/certification agency shall be deployed for certifying the performance of the SP against the target performance metrics as outlined in the table below:

**Availability and Downtime of EMS System during the agreement period**

1. **Availability**: The Agency is required to provide the minimum uptime on quarterly basis as per the availability matrix given below for all Modules /components/services.

**Availability Matrix:**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Level</th>
<th>Criticality of availability</th>
<th>Percentage of Availability - Quarterly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
<td>Very Critical</td>
<td>99.75</td>
</tr>
<tr>
<td></td>
<td>Level 2</td>
<td>Critical</td>
<td>97.75 to 99.74</td>
</tr>
<tr>
<td></td>
<td>Level 3</td>
<td>High</td>
<td>97.00 to 97.74</td>
</tr>
</tbody>
</table>

Availability shall be calculated for every quarter on a 24x7 basis for each of the Modules/components/services separately.

2. **Down Time**: The SP is required to limit the downtime of Modules / components / services as per the Downtime Matrix below. SI shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment.

**Down Time Matrix**

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Permitted Down Time in a quarter In Hours</th>
<th>Permitted Down Time at single instance of failure</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>5.40</td>
<td>30 minutes</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Level 2</td>
<td>48.60</td>
<td>Maximum 1 Hour</td>
<td>Within 15 Minutes</td>
</tr>
<tr>
<td>Level 3</td>
<td>64.8</td>
<td>Maximum 8 Hours</td>
<td>Within one hour</td>
</tr>
</tbody>
</table>

The SP shall provide Application Response Measurement (ARM) tools so that the end Users can test the response times as and when they feel inadequacies and report.

**Penalty for non-compliance of SLA with respect to Downtime**
Penalty for non-compliance of SLA is evaluated every quarter. This Evaluation shall be done in two stages. First stage is to evaluate Service Level compliance and penalty with regard to Downtime. After that, evaluation of Service Level compliance and penalty with regard to Availability is carried out. If penalty for downtime SLA violation is already levied for a component for a quarter then penalty for violation of Availability SLA need not be charged for the same component for the same Quarter. The total Penalty for non-compliance of Availability and Downtime Service Levels will be the sum of the two amounts calculated in two stages.

Penalty for Violation of Downtime Service Level:
Penalty is to be calculated for each violation of Service Level regarding Downtime. The rates of Penalty for each violation of Service Levels as per the Downtime Matrix are given in table below.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Actual Down Time at single instance of failure</th>
<th>Actual Down Time in a quarter In Hours</th>
<th>Violations for calculation of penalty (Index Weightage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>&gt; For every 30 minutes</td>
<td>&gt; 5.40</td>
<td>3 violations of critical severity</td>
</tr>
<tr>
<td>Level 2</td>
<td>&gt; For every 1 Hour</td>
<td>&gt; 48.60</td>
<td>4 violations of critical severity</td>
</tr>
<tr>
<td>Level 3</td>
<td>&gt; For every 8 Hour</td>
<td>&gt; 64.8</td>
<td>5 violations of critical severity</td>
</tr>
</tbody>
</table>

Charges shall be levied from Deployment infrastructure at SDC, Hardware provisioning charges (One Time) & Operating system, Replication & DR software, System Administration and Database Administration heads under Cost Break up for EMS rollout in pilot departments at Kerala Secretariat, Kerala Technological University (Till March 2014), Penalties applicable for each of the violations is one 0.05% of quarterly payment (QGR) to the SI.

Web based system for reporting

The SP shall provide a web based system for reporting faults and breakdowns with facility to record closure of calls both by EMS PMU Engineer in charge and SP’s Engineer. Uptime and Availability will be based on this system logs.

Manpower requirements as per SLA

The SP shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA.

SP shall appoint as many team members, over and above the above minimum manpower specified, as deemed fit by them, to meet the time Schedule and SLA requirements. The list of persons intended to be engaged for the EMS shall be submitted well before the commencement of the SLA. The persons deployed can be withdrawn if required by the SP after providing a replacement with equal or better qualifications and experience with prior intimation to EMS PMU.

Preventive Maintenance:
SP has to provide a detailed schedule for Preventive maintenance for the entire period of contract. The SP will be allowed to carry out preventive maintenance activities and processes by shutting down the redundant system without affecting the functioning of the data Centre and maintaining the SLA conditions for Severity Level 0 for a period not exceeding 10 hours in a quarter. This period of shutdown will not be counted for downtime calculation for the quarter and will be subject to maintaining the SLA conditions for Severity Level 0.

SLA COMPLIANCE REVIEW PROCESS
- The SP has to submit all the reports pertaining to SLA Review process within 2 weeks after the end of the monthly / quarter.
- All the reports must be made available to KTU, as and when the report is generated or as and when asked by the competent authority.
- In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- SLA may be revised after every 1 year with mutually acceptable terms between SP and the KTU.

PENALTIES
Violations and Associated Penalties
(a) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.
(b) A quarterly performance evaluation will be conducted using the semester/ duration of the examination process reporting periods of that period.
(c) The total deduction per quarter shall not exceed 20% of the total SGR value
(d) Two consecutive semester/examination process deductions amounting to more than 20% of the total SGR on account of any reasons will be deemed to be an event of default and termination
(e) It is the right of the KTU to bring any external resource at any time for SLA review
(f) No Carry forward of any penalties of SLA calculations can be done from any of the preceding semester/the next instance of the examination processing.

IN WITNESS WHEREOF THE PARTIES HAVE EXUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of the System Provider by:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:
1.
2.
DRAFT

Master Service Agreement
with
Service Provider for implementation
of
Examination Management System
at
Kerala Technological University,
Thiruvananthapuram
1 LIST OF ABBREVIATIONS .......................................................................................................................... 75
2 GLOSSARY OF TERMS .............................................................................................................................. 76
3 MASTER SERVICES AGREEMENT ............................................................................................................... 77
  3.1 DEFINITIONS AND INTERPRETATION ..................................................................................................... 77
  3.2 MEASUREMENTS AND ARITHMETIC CONVENTIONS ........................................................................ 77
  3.3 AMBIGUITIES WITHIN AGREEMENT ..................................................................................................... 77
  3.4 PRIORITY OF DOCUMENTS .................................................................................................................. 78
  3.5 SCOPE OF THE PROJECT ....................................................................................................................... 78
  3.6 CONDITIONS PRECEDENT & EFFECTIVE DATE .................................................................................. 79
  3.7 OBLIGATIONS UNDER THE SLA ......................................................................................................... 80
  3.8 REPRESENTATIONS AND WARRANTIES ............................................................................................... 81
  3.9 REPRESENTATIONS AND WARRANTIES OF THE KERALA TECHNOLOGICAL UNIVERSITY OR ITS
     NOMINATED AGENCIES ......................................................................................................................... 82
  3.10 OBLIGATIONS OF THE KERALA TECHNOLOGICAL UNIVERSITY OR ITS NOMINATED AGENCIES ..... 82
  3.11 OBLIGATIONS OF THE SERVICE PROVIDER .................................................................................... 83
  3.12 APPROVALS AND REQUIRED CONSENTS ....................................................................................... 83
  3.13 USE OF ASSETS BY THE SERVICE PROVIDER ................................................................................ 83
  3.14 ACCESS TO THE KERALA TECHNOLOGICAL UNIVERSITY OR ITS NOMINATED AGENCIES LOCATIONS ........................................................................................................ 85
  3.15 MANAGEMENT PHASE ........................................................................................................................ 85
  3.16 FINANCIAL MATTERS .......................................................................................................................... 86
  3.17 TERMINATION ....................................................................................................................................... 88
  3.18 INDEMNIFICATION & LIMITATION OF LIABILITY .............................................................................. 89
  3.19 FORCE MAJEURE ................................................................................................................................... 91
  3.20 CONFIDENTIALITY ................................................................................................................................ 93
  3.21 AUDIT, ACCESS AND REPORTING ..................................................................................................... 94
  3.22 INTELLECTUAL PROPERTY RIGHTS .............................................................................................. 94
  3.23 WARRANTY ............................................................................................................................................ 95
  3.24 LIQUIDATED DAMAGES ...................................................................................................................... 95
  3.25 INSURANCE COVER ............................................................................................................................. 95
  3.26 MISCELLANEOUS .................................................................................................................................... 96
4 SCHEDULES ............................................................................................................................................... 104
  4.1 SCHEDULE – I – DEFINITIONS ............................................................................................................. 104
  4.2 SCHEDULE – II – CHANGE CONTROL SCHEDULE ............................................................................ 108
  4.3 SCHEDULE – IV - AUDIT, ACCESS AND REPORTING ........................................................................ 117
  4.4 SCHEDULE – V - GOVERNANCE SCHEDULE .................................................................................... 120
  4.5 SCHEDULE – VI - TERMS OF PAYMENT SCHEDULE ...................................................................... 123
5 ANNEXURE .............................................................................................................................................. 124
  5.1 ANNEXURE – A – FORMAT FOR CHANGE CONTROL NOTICE ......................................................... 124
  5.2 ANNEXURE – B - LIST OF SERVICES PROVIDED BY THE SERVICE PROVIDER .............................. 126
  5.3 ANNEXURE – C REQUIRED DELIVERABLE AND ASSOCIATED TIMELINES ............................... 126
  5.4 ANNEXURE – E – BILL OF MATERIAL ................................................................................................. 127
  5.5 ANNEXURE – F – ROLES AND RESPONSIBILITIES OF THE PARTIES ............................................. 128
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB</td>
<td>Answer Books</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>CERT</td>
<td>Computer Emergency Response Team</td>
</tr>
<tr>
<td>DC</td>
<td>Data Centre</td>
</tr>
<tr>
<td>DR</td>
<td>Disaster Recovery</td>
</tr>
<tr>
<td>EE</td>
<td>External Examiner</td>
</tr>
<tr>
<td>EMS</td>
<td>Examination management system</td>
</tr>
<tr>
<td>IE</td>
<td>Internal Examiner</td>
</tr>
<tr>
<td>FRS</td>
<td>Functional Requirement Specifications</td>
</tr>
<tr>
<td>IT/ICT</td>
<td>Information and Communication Technologies</td>
</tr>
<tr>
<td>KTU</td>
<td>Kerala Technological University</td>
</tr>
<tr>
<td>MCQ</td>
<td>Multiple Choice Question</td>
</tr>
<tr>
<td>MSA</td>
<td>Master Service Agreement</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer / Original Licensor of EMS Solution</td>
</tr>
<tr>
<td>QP</td>
<td>Question Paper</td>
</tr>
<tr>
<td>QPM</td>
<td>Question Paper Moderator</td>
</tr>
<tr>
<td>QPR</td>
<td>Question Paper Reviewer</td>
</tr>
<tr>
<td>QPS</td>
<td>Question Paper Setter</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>EMS</td>
<td>EXAMINATION MANAGEMENT SYSTEM</td>
</tr>
<tr>
<td>SP/SI</td>
<td>Service Provider. The terms Systems Integrator/ Implementation Partner / Bidder are also used interchangeably. In case of a consortium, lead bidder.</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PMU</td>
<td>Project Management Unit</td>
</tr>
<tr>
<td>SPOC</td>
<td>Single Point of Contact</td>
</tr>
<tr>
<td>SRS</td>
<td>Software Requirements Specification.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Of The Shelve</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>STQC</td>
<td>Standard Testing and Quality Certification</td>
</tr>
<tr>
<td>SGR</td>
<td>Semester Wise Generated Revenue</td>
</tr>
<tr>
<td>UAT</td>
<td>User Acceptance Testing</td>
</tr>
<tr>
<td>VSM</td>
<td>Valuation Scheme Maker</td>
</tr>
</tbody>
</table>
GLOSSARY OF TERMS

- “Contract / Agreement / Contract Agreement/ Master Service Agreement” means the Agreement to be signed between the selected service provider/agency for implementation and Kerala Technological University, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the proposal, all related correspondences, clarifications, presentations.

- “Service Provider” means any firm or organization who has been awarded by the process of tendering by Kerala Technological University to Design Develop, implement and execute with all the services which are included in the end to end process of Examination Management System, at all the designated examination centers across the state of Kerala and other centers of the University in other states.

- “Successful Implementation / Go-Live” will mean:
  - Successful deployment, commissioning and UAT of the Examination Management System (EMS) application modules implemented
  - Successful Data digitization / migration after verification and approval by KTU or its constituted committees or representatives
  - Training and Certification,
    - (a) For all end users on the EMS application modules
    - (b) For all technological staffs involved in backend of the project
  - Setup, install and Configure all hardware and software required for installation of EMS application suite at Secured Tier 3 or 4 level Data Center at the service provider place or at KTU.

- Deployment of Disaster Recovery and a Business Continuity Plan.
- Achievement of the Service Levels as expected
- Acceptance / Sign off from Kerala Technological University or its constituted committees or representatives

MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made on this the <***> day of <***> 20… at <***>, Kerala.

BETWEEN

----------------------------------------------------------------------------

----------------------------------------------------------------------------

having its office at ---------------

----------------------------------------------------------------------------

India hereinafter referred to as ‘Kerala Technological University’ or ‘KTU’, which expression shall, unless the context otherwise requires, include its permitted successors and assignees);

AND

With

----------------------------------------------------------------------------

----------------------------------------------------------------------------

represented by

----------------------------------------------------------------------------

----------------------------------------------------------------------------

Kerala hereinafter referred to as the ‘Service Provider/SP/XXX ‘(which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office or assign)

shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

WHEREAS:
1. Kerala Technological University is desirous to implement the Examination Management System a service mainly for all technological written examination pattern with end to end automation of Examination Evaluation Process which includes pre examination preparation like Question Paper Setting, Printing and Distribution of Question Papers and Post examination process cross verifying the answer sheets, scanning and uploading to the central server and distributing to the valuators, as per the functional requirement of the KTU across the Kerala and other states where KTU have its examination centers.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Schedule I.

Interpretation

In this Agreement, unless otherwise specified:
(a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexure are to clauses, sub-clauses, paragraphs, schedules and annexure to this Agreement;
(b) Use of any gender includes the other genders;
(c) References to a ‘person’ shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
(e) A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
(f) Any reference to a ‘day’ (including within the phrase ‘examination day’) shall mean a period of 24 hours running from midnight to midnight;
(g) References to a ‘examination day’ shall be construed as a reference to a day (other than a Sunday) on which examination is conducted by Kerala Technological University;
(h) References to times are to Indian Standard Time;
(i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, notated or supplemented at any time; and
(j) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

MEASUREMENTS AND ARITHMETIC CONVENTIONS

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

AMBIGUITIES WITHIN AGREEMENT

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
(a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
(b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
(c) as between any value written in numerals and that in words, the value in words shall prevail.

**PRIORITY OF DOCUMENTS**

*This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:*

(a) This Agreement along with the SLA agreement, Schedules and Annexures;

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules, the terms of this Agreement shall prevail over the Annexures / Schedules.

**SCOPE OF THE PROJECT**

The Service Provider shall be required to follow the scope of work as defined below. In addition to the scope of work, SP will also be required to adhere to the project timelines and submit the required deliverables as defined in **ANNEXURE – B and C**

The roles and responsibilities of the Parties under this Agreement have been set out in detail as Annexure F of this Agreement.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the Contracted professional services under the SLA to the Kerala Technological University and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

**Scope of work**

*Detailed scope of work for the selected Service Provider (NIC) as follows*

The Examination management system, envisaged by the University, would be a system that handles the end-to-end process relating to the management of examination at the various authorized centres of the University. The system should be fully automated with high availability, and should handle not just the initial load (that of year 1 students of over 160 affiliated colleges), but also the future loads of the university. The system should be able to accept the registration details of all the eligible students from the Students lifecycle management system (an internal system of the University), distribute the question papers securely to the students at the registered centres, digitize the answer sheets in the most accurate and secured way, pass it on to the evaluators, collate the outcome and transfer it to Results Management System (an internal system of the University) of the University.

I. Setup, install and Configure all hardware and software required for installation of examination management system at Data Center at SPs place.

II. Configuration and customization of EMS for the Kerala Technological University users at various examination centers and other users externally.

III. Deployment of resources for implementation.

IV. Training and Capacity Building
   - For all end users on the application modules
   - For all technological staffs involved in backend of the project

V. Preparation of Project Management Deliverables
   - Project Implementation Plan
   - Periodic Status Reports
   - Schedule Updates
   - MIS Reports

VI. Provide Handholding and Support to EMS users
VII. Deployment of Disaster Recovery and a Business Continuity Plan.
VIII. Complete responsibility for secure storage of data with integrity in database during contract period.
IX. Security audit the application with a cert-in empanelled agency.
X. Digitization of answer sheets and uploading digital repositories into the said EMS repository.
XI. SP will undertake all such activities as directed by KTU.

TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on ...../......./20... (hereinafter the ‘Effective Date’) and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the Kerala Technological University or its nominated agencies.

CONDITIONS PRECEDENT & EFFECTIVE DATE

Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, Kerala Technological University or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Service Provider.

Conditions Precedent of the Implementing Partner

The Service Provider shall be required to fulfill the Conditions Precedent in which is as follows:

(ii) To provide the Kerala Technological University or its nominated agencies certified true copies of their consent for the, delivery and performance of this Agreement by the Service Provider.

Conditions Precedent of the Kerala Technological University

The Kerala Technological University shall be required to fulfill the Conditions Precedent in which is as follows:

(i) Handing over of site
(ii) Necessary clearances
(iii) Approval of the Project by a Competent Authority, etc.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of Kerala Technological University or its nominated agencies under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

Extension of time for fulfillment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Service Provider linked to the delay in fulfilling the Conditions Precedent. Penalty should be decided by both the parties with mutual consent.

Non-fulfillment of the Service Provider’s Conditions Precedent
(a) In the event that any of the Conditions Precedent of the Service Provider have not been fulfilled within 30 days of signing of this Agreement and the same have not been waived fully or partially by Kerala Technological University or its nominated agencies, this Agreement shall cease to exist;

(b) In the event that the Agreement fails to come into effect on account of non fulfillment of the Service Provider’s Conditions Precedent, the Kerala Technological University or its nominated agencies shall not be liable in any manner whatsoever to the Service Provider

(c) In the event that possession of any of the Kerala Technological University or its nominated agencies facilities has been delivered to the Service Provider prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Kerala Technological University or its nominated agencies, free and clear from any encumbrances or claims.

OBLIGATIONS UNDER THE SLA

a) The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between Kerala Technological University and Service Provider;

b) In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

Change of Control

(a) In the event of a change of control of the Service Provider during the Term, the Service Provider shall promptly notify Kerala Technological University and/or its nominated agencies of the same in the format set out as Annexure A of this Agreement.

Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Kerala Technological University and Service Provider as under:

(a) Final testing and certification criteria will lay down a set of guidelines following accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware including the processes relating to testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technological and functional requirements Kerala Technological University.

(d) Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;

(e) Final testing and certification criteria will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action; etc.

(f) Such an involvement of and guidance by the Final Testing and Certification Agency shall not, however, absolve the Service Provider of the fundamental responsibility of designing, customizing/ developing, installing, testing commissioning and providing total end to services involved in Pre-examination and Post-examination process till the valuation of the answer sheet and migrating the data for result processing and the various components of the Project to deliver the services in perfect conformity with this Agreement.

The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the Kerala Technological University and Service Provider in accordance with the Change Control Schedule set out in Schedule II of this Agreement. Save for the
express terms of the Terms of Payment Schedule set out as Schedule VI of this Agreement, Kerala Technological University or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule II of this Agreement, without the need to go for a separate procurement process.

REPRESENTATIONS AND WARRANTIES

Representations and warranties of the Service Provider

The Service Provider represents and warrants to the Kerala Technological University or its nominated agencies that:

(a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

(b) It is a competent provider of a variety of information technology and business process management services;

(c) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(d) From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(e) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Kerala Technological University's normal business operations

(f) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

(g) The information furnished in the proposal document and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;

(h) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;

(k) no representation or warranty by it contained herein or in any other document furnished by it to Kerala Technological University or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

(l) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Kerala Technological University or its nominated agencies in connection therewith.
REPRESENTATIONS AND WARRANTIES OF THE KERALA TECHNOLOGICAL UNIVERSITY OR ITS NOMINATED AGENCIES

Kerala Technological University or its nominated agencies represent and warrant to the Service Provider that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
(b) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
(c) It has the financial standing and capacity to perform its obligations under the Agreement;
(d) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
(e) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
(f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
(g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
(h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Kerala Technological University or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
(i) It has complied with Applicable Laws in all material respects;
(k) Upon the Service Provider performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Service Provider, in accordance with this Agreement.

OBLIGATIONS OF THE KERALA TECHNOLOGICAL UNIVERSITY OR ITS NOMINATED AGENCIES

Without prejudice to any other undertakings or obligations of the Kerala Technological University or its nominated agencies under this Agreement, the Kerala Technological University or its nominated agencies shall perform the following:

(a) To provide any support through personnel to test the system during the Term;
(b) To provide any support through personnel and/or test data during training, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
(c) Kerala Technological University shall provide the access the examination centers with every possible facilities to start their services during the examination process.
OBLIGATIONS OF THE SERVICE PROVIDER

It shall provide to the Kerala Technological University or its nominated agencies, the Deliverables as set out in Annexure C of this Agreement.

It shall perform the Services as set out in Section 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technological standards which are generally in effect for projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

It shall ensure that the Services are being provided as per the Project Timelines set out as Annexure C to this Agreement.

APPROVALS AND REQUIRED CONSENTS

The Parties shall cooperate to procure, maintain and observe all clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Service Provider to provide the Services.

The Kerala Technological University or its nominated agencies shall use reasonable endeavours to assist Service Provider to obtain the Required Consents. In the event that any Required Consent is not obtained, the Service Provider and the Kerala Technological University or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Kerala Technological University or its nominated agencies to continue to process its work with as minimal interruption to its operations as is commercially reasonable until such Required Consent is obtained, provided that the Service Provider shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Service Provider's obligations are not dependent upon such Required Consents.

USE OF ASSETS BY THE SERVICE PROVIDER

During the Term the Service Provider shall:

(a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Service Provider exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets; and
(b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Service Provider takes control of and/or first uses the Assets and during the entire Term of the Agreement.
(c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Service Provider will be followed by the Service Provider and any person who will be responsible for the use of the Assets;
(d) Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Service Provider or as may, in the reasonable opinion of the Service Provider, be necessary to use the Assets in a safe manner;
(e) Ensure that the Assets that are under the control of the Service Provider, are kept suitably housed and in conformity with Applicable Law;
(f) procure permission from the Kerala Technological University or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
(g) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.
h) Be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.
ACCESS TO THE KERALA TECHNOLOGICAL UNIVERSITY OR ITS NOMINATED AGENCIES LOCATIONS

3.14.1 For so long as the Service Provider provides services to the Kerala Technological University or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the Kerala Technological University as the case may be or its nominated agencies shall, subject to compliance by the Service Provider with any safety and security guidelines which may be provided by the Kerala Technological University as the case may be or its nominated agencies and notified to the Service Provider in writing, provide the Service Provider with:

(a) Reasonable access, in the same manner granted to the Kerala Technological University or its nominated agencies employees, to the Kerala Technological University as the case may be location twenty-four hours a day, seven days a week;
(b) Reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the Kerala Technological University as the case may be location, if any, as may be reasonably necessary for the Service Provider to perform its obligations here under and under the SLA.

Access to locations, office equipments and services shall be made available to the Service Provider on an “as is, where is” basis by the Kerala Technological University as the case may be or its nominated agencies. The Service Provider agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment the following purposes:

(a) For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
(b) In a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

MANAGEMENT PHASE

Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule V of this Agreement and shall cover all the management aspects of the Project.

Use of Services

(a) The Kerala Technological University as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
(b) The Kerala Technological University as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

12.3 Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

Security and Safety

(a) The Service Provider shall comply with the technological requirements of the relevant security, safety and other requirements specified in the Information Technology Act, IT Security Manual of the Kerala Technological University and follow the industry standards related to safety and security, insofar as it applies to the provision of the Services.
(b) Each Party to the SLA/Agreement shall also comply with Kerala Technological University or the Government of India, and the respective State’s security standards and policies in force from time to time at each location of which Kerala Technological University or its nominated agencies make the Service Provider aware in writing insofar as the same apply to the provision of the Services.
(c) The Parties to the SLA/Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Kerala Technological University as the case may be or any of their nominees data, facilities or Confidential Information.
(d) The Service Provider shall upon reasonable request by the Kerala Technological University as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
(e) As per the provisions of the SLA or this Agreement, the Service Provider shall promptly report in writing to the Kerala Technological University or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Kerala Technological University as the case may be.

Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, each Party (“Providing Party”) to this Agreement or to the SLA undertakes promptly to provide the other Party (“Receiving Party”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:
(a) Does not require material expenditure by the Providing Party to provide the same;
(b) Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
(c) Cannot be construed to be Confidential Information; and
(d) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

FINANCIAL MATTERS
Terms of Payment and Service Credits and Debits

(a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the Kerala Technological University shall pay the Service Provider for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule VI of this Agreement.
(b) All payments are subject to the application of service credits and debits as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that the Kerala Technological University will pay the service credits as stated in accordance with the Schedule VI of this Agreement and the Kerala Technological University may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule VI of this Agreement as a result of the failure of the Service Provider to meet the Service Level as defined in SLA.
(c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Kerala Technological University shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Service Provider performance of any obligations under this Agreement or the SLA) other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.
Invoicing and Settlement

(a) Subject to the specific terms of the SLA, the Service Provider shall submit its invoices in accordance with the following principles:

(i) The Kerala Technological University shall be invoiced by the Service Provider for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Service Provider shall raise an invoice as per Schedule VI of this Agreement; and

(ii) Any invoice presented in accordance with this Article shall be in a form agreed with the Kerala Technological University.

(b) The Service Provider alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule VI of this Agreement. The Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.

(c) The Kerala Technological University shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider under Schedule VI of this Agreement where the Kerala Technological University disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by the Kerala Technological University under this Clause shall not entitle the Service Provider to delay or withhold provision of the Services.

(d) The Kerala Technological University shall be entitled to delay or withhold part of the payment of any invoice which is under a dispute. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation procedure as set out in Schedule V of this Agreement. Any exercise by the Kerala Technological University under this Clause shall not entitle the Service Provider to delay or withhold provision of the Services.

(e) The Service Provider shall be solely responsible to make payment its sub-contractors.

13.3 Tax

(a) The Kerala Technological University or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Service Provider wherever applicable. Service Provider shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

(b) The Kerala Technological University or its nominated agencies shall provide Service Provider with the original tax receipt of any withholding taxes paid by Kerala Technological University or its nominated agencies on payments under this Agreement. The Service Provider agrees to reimburse and hold the Kerala Technological University or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Kerala Technological University or its nominated agencies, the Service Provider and third party subcontractors.
(c) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Kerala Technological University for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Kerala Technological University under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Schedule VI. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Service Provider shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

(d) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:

(i) Any resale certificates;
(ii) Any relevant information regarding out-of-state or use of materials, equipment or services; and
(iii) Any direct pay permits, exemption certificates or information reasonably requested by the other Party.

**TERMINATION**

**Material Breach**

(a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month’s notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Kerala Technological University or Service Provider, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(i) If the Service Provider is not able to deliver the services as per the SLAs defined in Proposal which translates into Material Breach, then the Kerala Technological University may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Kerala Technological University will have the option to terminate this Agreement. Further, the Kerala Technological University may after affording a reasonable opportunity to the Service Provider to explain the circumstances leading to such a breach.

(ii) If there is a Material Breach by the Kerala Technological University or its nominated agencies which results in not providing support for effecting Examination Process or not providing the certification of User Acceptance, and / or failing to make payment of undisputed amount within 45 days from date of submission of invoice, then the Service Provider will give a one month’s notice for curing the Material Breach to the Kerala Technological University. After the expiry of such notice period, the Service Provider will have the option to terminate the Agreement.

(b) The Kerala Technological University may by giving a one month’s written notice, terminate this Agreement if a change of control of the Service Provider has taken place. For the purposes of this Clause, in the case of Service Provider, change of control shall mean the events stated in Clause 5.3, and such notice shall become effective at the end of the notice period as set out in Clause 5.3 (c).
(c) In the event that Service Provider undergoes such a change of control, Kerala Technological University may, as an alternative to termination, require a full Performance Guarantee for the obligations of Service Provider by a guarantor acceptable to Kerala Technological University or its nominated agencies. If such a guarantee is not furnished within 30 days of Kerala Technological University's demand, the Kerala Technological University may exercise its right to terminate this Agreement in accordance with this Clause by giving 30 days further written notice to the Service Provider.

(d) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

Effects of termination

(a) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.

(b) In the event that Kerala Technological University or the Service Provider terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Schedule VI of this Agreement.

(c) Kerala Technological University agrees to pay Service Provider for i) all charges for Services Service Provider provides and any Deliverables and/or system (or part thereof) Service Provider delivers through termination, and ii) reimbursable expenses Service Provider incurs through termination. If Kerala Technological University terminates without cause, Kerala Technological University also agrees to pay any applicable adjustment expenses Service Provider incurs as a result of such termination (which Service Provider will take reasonable steps to mitigate).

Other option
Kerala Technological University will decide the appropriate course of action.

Termination of this Agreement due to bankruptcy of Service Provider

The Kerala Technological University may serve written notice on Service Provider at any time to terminate this Agreement with immediate effect in the event that the Service Provider reporting an apprehension of bankruptcy to the Kerala Technological University or its nominated agencies.

INDEMNIFICATION & LIMITATION OF LIABILITY

Subject to Clause 3.18.2 below, Service Provider (the "Indemnifying Party") undertakes to indemnify Kerala Technological University (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party’s failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party’s use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party’s distribution, marketing
or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing. The foregoing remedies constitute Indemnified Party’s sole and exclusive remedies and Indemnifying Party’s entire liability with respect to infringement.

The indemnities set out in Clause 3.18.1 shall be subject to the following conditions:

(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

(v) all settlements of claims subject to indemnification under this Clause will:
   
   a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
   
   b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
(ix) if a Party makes a claim under the indemnity set out under Clause 3.18.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

FORCE MAJEURE

Definition of Force Majeure

The Service Provider or the Kerala Technological University as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure (‘Force Majeure’).

Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

a) is beyond the reasonable control of the affected Party;
b) Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
c) Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
d) Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
e) May be classified as all or any of the following events:

Such events include:

Non-Political Events

a) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Service Provider’s use of radiation or radio-activity or biologically contaminating material;
c) strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Service Provider and which affect the timely implementation and continued operation of the Project; or
d) Any event or circumstances of a nature analogous to any of the foregoing.

Political Events

a) Change in Law, other than any Change in Law for which relief is provided under this Agreement;
b) Expropriation or compulsory acquisition by the Kerala Technological University or any of their nominated agencies of any material assets or rights of the Implementing Partner;
c) Unlawful or unauthorized revocation of, or refusal by Kerala Technological University or any of their nominated agencies, Gol or any of its agencies to renew or grant any clearance or Required Consents required by the Service Provider to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from
the Service Provider’s inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;

d) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

   i. Expropriation or compulsory acquisition by the Kerala Technological University or any of their nominated agencies of any material assets or rights of the Service Provider;

e) Unlawful or unauthorized revocation of, or refusal by any authority other than the Kerala Technological University or any of their nominated agencies to renew or grant any Required Consents required by the Service Provider to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider’s inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;

f) Any requisition of the Project by any other authority; or

g) Any requisition of the Project by the Kerala Technological University or any of their nominated agencies.

h) For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

Other Events

(a) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Service Provider under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren’t the forces of nature and hence wouldn’t be qualified under the definition of “Force Majeure”. In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

Notification procedure for Force Majeure

(a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause

(b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.
Allocation of costs arising out of Force Majeure

(a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

(b) Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ("Force Majeure Costs") shall be allocated and paid as follows:

- upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by Kerala Technological University to the Service Provider.
- For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

Consultation and duty to mitigate

(a) Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

CONFIDENTIALITY

The Kerala Technological University or its nominated agencies shall allow the Service Provider to review and utilize highly confidential public records and the Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

The Kerala Technological University or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.

Service Provider shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Kerala Technological University with respect to this Project.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

a) Information already available in the public domain;

b) Information which has been developed independently by the Service Provider;

c) Information which has been received from a third party who had the right to disclose the aforesaid information;

d) Information which has been disclosed to the public pursuant to a court order.
To the extent the Service Provider shares its confidential or proprietary information with the Kerala Technological University for effective performance of the Services, the provisions of the Clause 3.20.1 to 3.20.3 shall apply mutatis mutandis on the Kerala Technological University or its nominated agencies.

AUDIT, ACCESS AND REPORTING
The Service Provider shall allow access to the Kerala Technological University or its nominated agencies to all information which is in the possession or control of the Service Provider and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Kerala Technological University to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule IV of this Agreement.

INTELLECTUAL PROPERTY RIGHTS

Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Service Provider would be responsible for arranging any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Kerala Technological University for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Service Provider should grant Kerala Technological University a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Kerala Technological University as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Kerala Technological University’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Kerala Technological University at the conclusion of performance of the services.

Residuals: In no event shall Service Provider be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.
WARRANTY

Standard: The Service Provider warrants that the Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technological requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule. If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Service Provider, the Service Provider shall promptly, in consultation and agreement with Kerala Technological University, and at the Service Provider sole cost repair, replace, or otherwise make good (as the Service Provider shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any defective system that has been replaced by the Service Provider shall remain the property of the Service Provider. If the Project or any of its System cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Kerala Technological University because of such defect and/or making good of such default, defect or deficiency.

Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Service Provider. In the event of delay or any gross negligence, for causes attributable to the Service Provider, in meeting the deliverables, the Kerala Technological University shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages, a sum of 0.05% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 5% of the relevant deliverable value.

INSURANCE COVER

Obligation to maintain insurance

In connection with the provision of the Services, the Service Provider must have and maintain:

a) For the Agreement Period, valid and enforceable insurance coverage for:
   (i) public liability;
   (ii) either professional indemnity or errors and omissions;
   (iii) product liability;
   (iv) workers’ compensation as required by law; and
   (v) any additional types specified in Schedule I; and

b) for <three> years following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant), in the amount not less than the Insurance Cover specified in Schedule I.
Certificates of currency

The Service Provider must, on request by the Kerala Technological University, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 3.26. The Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

Non-compliance

Kerala Technological University or its nominated agencies may, at its election, terminate this Agreement upon the failure of Service Provider, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Service Provider of its obligations under this Agreement.

MISCELLANEOUS

Personnel

(a) The personnel assigned by Service Provider to perform the Services shall be employees of Service Provider or its subcontractor(s), and under no circumstances shall such personnel be considered employees of Kerala Technological University or its nominated agencies. The Service Provider shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel’s compensation, including salary, withholding of income taxes and social security taxes, worker’s compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

(b) The Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are assigned to perform the Services and that, such personnel have appropriate qualifications to perform the Services. After discussion with Service Provider, Kerala Technological University or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement based on bonafide reasons. In the event that Kerala Technological University or its nominated agencies requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

(c) The Service Provider shall also be responsible to train certain employees of Kerala Technological University, or its nominated agencies with regard to the Services being provided by the Service Provider as and when required by Kerala Technological University or its nominated agencies during the Term of this Project. The parameters of the training required for these employees of Kerala Technological University or its nominated agencies shall be communicated by Kerala Technological University or its nominated agencies to the Service Provider periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.

(d) In the event that the Kerala Technological University and Service Provider identify any personnel of Service Provider as “Key Personnel”, then the Service Provider shall not remove such personnel from the Project without the prior written consent of Kerala Technological University or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
(e) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Service Provider to freely assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Kerala Technological University or its nominated agencies shall have the right to review and approve Service Provider’s plan for any such knowledge transfer. Service Provider shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

(f) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

(g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:
(a) incur any expenses on behalf of the other Party;
(b) enter into any engagement or make any representation or warranty on behalf of the other Party;
(c) pledge the credit of or otherwise bind or oblige the other Party; or
(d) commit the other Party in any way whatsoever without in each case obtaining the other Party’s prior written consent.

24.3 Sub-contractors

Service Provider shall not subcontract any work related to EMS Project without Kerala Technological University’s prior written consent. However the Service Provider shall provide the list of all the other services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the Service Provider shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Service Provider undertakes to indemnify the Kerala Technological University or its nominated agencies from any claims on the grounds stated hereinabove.

24.4 Assignment

(a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Kerala Technological University and their respective successors and permitted assigns.
(b) Subject to Clause 4.3.5.3, the Service Provider shall not be permitted to assign its rights and obligations under this Agreement to any third party.
(c) The Kerala Technological University may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Service Provider shall be a party to such novation, to any third party contracted to provide outsourced services to Kerala Technological University or any of its nominees.

24.5 Trademarks, Publicity
Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Service Provider may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Service Provider may include Kerala Technological University or its client lists for reference to third parties subject to the prior written consent of Kerala Technological University not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

24.6 Notices
(a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
(b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party’s principal or registered office address as set out below:

<table>
<thead>
<tr>
<th>&lt;Insert Address&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Contact:</td>
</tr>
</tbody>
</table>

With a copy to:
Service Provider

Name:
Tel:
Fax:
Email:
Contact:

In relation to a notice given under the MSA / SLA, a Party shall specify the Parties’ address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
(d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
(e) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

Variations and Further Assurance

(a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule II of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.
(b) Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

Severability and Waiver

(a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

(b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Service Provider as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

Ethics

The Service Provider represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Kerala Technological University or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Kerala Technological University standard policies and may result in cancellation of this Agreement, or the SLA.
Entire Agreement

This Agreement and the SLA with all schedules & annexures appended thereto and the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule II of this Agreement by mutual written consent of all the Parties.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule V of this Agreement.

In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:

- Agrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
- The mediator shall use his best endeavors to conclude the mediation within a certain number of days of his appointment.
- If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.

In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:

- Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
- Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute.
- The expert panel shall use his best endeavours to provide a neutral position on the issue.
If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.
• Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the Registrar, Kerala Technological University. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Kerala.

Compliance with laws: Each party will comply with all applicable export and import laws and regulations.

Risk of Loss: For each hardware item, Service Provider bears the risk of loss or damage up to the time it is delivered to the Kerala Technological University-designated carrier for shipment to Kerala Technological University or Kerala Technological University’s designated location.

Third party components: Service Provider will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.
IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

For and on behalf of Kerala Technological University
(FIRST PARTY)
Name _____________________
Designation _____________________
Date _____________________
Signature _____________________

Service Provider
(SECOND PARTY)
(Name and designation)
For and on behalf of Service Provider
Name _____________________
Designation _____________________
Date _____________________
Signature _____________________

WITNESSES:–
1. Signature _____________________
   Name _____________________
   Designation _____________________
   Date _____________________
   Signature _____________________

2. Signature _____________________
   Name _____________________
   Designation _____________________
   Date _____________________
   Signature _____________________
### SCHEDULE – I – DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adverse Effect</td>
<td>means material adverse effect on (a) the ability of the Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;</td>
</tr>
<tr>
<td>Agreement</td>
<td>means this Master Services Agreement and Service Level Agreement together with all Articles, Annexures, Schedules</td>
</tr>
<tr>
<td>Applicable Law(s)</td>
<td>means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;</td>
</tr>
<tr>
<td>Assets</td>
<td>shall have the same meaning ascribed to it in Clause 3.13 (a)</td>
</tr>
<tr>
<td>Software</td>
<td>means all the applications used or designed, developed / customized, tested and deployed by the Service Provider for the purposes of the Project</td>
</tr>
<tr>
<td>Business Hours</td>
<td>shall mean the working time for Kerala Technological University users which is 10:00 AM to 5:00 PM. Again for Web Server and other components which enable successful usage of web portals of EMS the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance; [the office time should be customize as per the requirement of the project. The purpose of putting web server is to ensure online services 24X7]</td>
</tr>
<tr>
<td>Certificate(s) of Compliance</td>
<td>shall have the same meaning ascribed to it in Clause 3.7.2;</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>means all information including Kerala Technological University Data (whether in written, oral, electronic or other format) which relates to the students, examination center, Question paper setting, printed Question paper, filled Answer sheets, valuation marks, and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</td>
</tr>
<tr>
<td>Deliverables</td>
<td>means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the agreement as defined more elaborately in the Implementation and the Maintenance phases and includes all documents related to the user manual, technological manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, digitized data), inter alia payment and/or process related etc., source code and all its modifications;</td>
</tr>
<tr>
<td>Proprietary Information</td>
<td>shall have the same meaning ascribed to it in Clause 3.22</td>
</tr>
<tr>
<td>Effective Date</td>
<td>shall have the same meaning ascribed to it in Clause 3.6</td>
</tr>
<tr>
<td>Kerala Technological University Data</td>
<td>means all proprietary data of the department or its nominated agencies generated out of operations, documents, data and related information including but not restricted to user data which the Service Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;</td>
</tr>
<tr>
<td>Final Acceptance Test</td>
<td>shall be conducted on completion of the following: 1) Kerala Technological University Data Center operational, 2) Deployment &amp; operational of software 3) UAT of the overall integrated solution and modules</td>
</tr>
<tr>
<td><strong>Final Testing and Certification Agency</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.7.2;</td>
</tr>
<tr>
<td><strong>Force Majeure</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.19.1;</td>
</tr>
<tr>
<td><strong>Force Majeure Costs</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.19.4 (b);</td>
</tr>
<tr>
<td><strong>GoI</strong></td>
<td>means the Government of India;</td>
</tr>
<tr>
<td><strong>Indemnifying Party</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.18.1;</td>
</tr>
<tr>
<td><strong>Indemnified Party</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.18.1;</td>
</tr>
<tr>
<td><strong>Intellectual Property Rights</strong></td>
<td>means all rights in written(source code), designs and copyrights, moral rights, rights in databases including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);</td>
</tr>
<tr>
<td><strong>Insurance Cover</strong></td>
<td>- Public liability insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate</td>
</tr>
<tr>
<td></td>
<td>- Either professional indemnity or errors and omissions insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate.</td>
</tr>
<tr>
<td></td>
<td>- Product liability for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate.</td>
</tr>
<tr>
<td></td>
<td>- Workers compensation as required by law</td>
</tr>
<tr>
<td></td>
<td>[insert amount required of any other type of insurance specified at “additional insurance” definition above]</td>
</tr>
<tr>
<td><strong>Additional Insurance</strong></td>
<td>[insert any additional types of insurance the Service Provider is required to maintain. Otherwise insert ‘not applicable’];</td>
</tr>
<tr>
<td><strong>Material Breach</strong></td>
<td>means a breach by either Party (Kerala Technological University or Service Provider) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;</td>
</tr>
<tr>
<td><strong>Required Deliverables</strong></td>
<td>shall have the same meaning ascribed to it in Annexure C of this Agreement;</td>
</tr>
<tr>
<td><strong>Parties</strong></td>
<td>means Kerala Technological University and Service Provider for the purposes of this Agreement and “Party” shall be interpreted accordingly;</td>
</tr>
<tr>
<td><strong>Planned Application Downtime</strong></td>
<td>means the unavailability of the application services due to maintenance activities such as configuration changes, upgrading or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the Kerala Technological University as applicable;</td>
</tr>
<tr>
<td><strong>Planned network outage</strong></td>
<td>means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgrading or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Kerala Technological University as applicable and shall be notified at least two working days;</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;</td>
</tr>
<tr>
<td><strong>Project Implementation</strong></td>
<td>means Project Implementation as per the testing standards and acceptance criteria prescribed by Kerala Technological University or its nominated agencies;</td>
</tr>
<tr>
<td><strong>Project Implementation Phase</strong></td>
<td>shall be from the Effective Date of the Agreement to the date of final acceptance testing &amp; certification as set out in Clause 3.7 of this Agreement;</td>
</tr>
<tr>
<td><strong>Project Management Unit (PMU)</strong></td>
<td>Shall be constituted by Service Provider under KTU to report on day to day basis and monitor the activities, deliverables and progress of the Project. PMU will comprise of the Service Providers and staff members of the Kerala Technological University, other officials from concerned department and external experts</td>
</tr>
<tr>
<td><strong>Project Timelines</strong></td>
<td>shall have the same meaning ascribed to in Annexure C;</td>
</tr>
<tr>
<td><strong>Providing Party</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.15.4;</td>
</tr>
<tr>
<td><strong>Receiving Party</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.15.4;</td>
</tr>
<tr>
<td><strong>Replacement Service Provider</strong></td>
<td>means any third party that Kerala Technological University or its nominated agencies appoint to replace Service Provider upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;</td>
</tr>
<tr>
<td><strong>Required Consents</strong></td>
<td>means the consents, waivers, clearances and licenses to use Kerala Technological University's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Kerala Technological University or their nominated agencies are required to make available to Service Provider pursuant to this Agreement;</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>means the services delivered to the Stakeholders of Kerala Technological University or its nominated agencies, employees of Kerala Technological University or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Service Provider including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure B;</td>
</tr>
<tr>
<td><strong>Service Level</strong></td>
<td>means the level of service and other performance criteria which will apply to the Services delivered by the Service Provider;</td>
</tr>
<tr>
<td><strong>SLA</strong></td>
<td>means the Performance and Maintenance SLA executed as part of this Master Service Agreement;</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>means the, Kerala Technological University or its nominated agencies, employees and students of the University;</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>shall have the same meaning ascribed to it in Clause 3.1;</td>
</tr>
<tr>
<td>Third Party Systems</td>
<td>means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Kerala Technological University or Service Provider and to which Service Provider has been granted a license to use and which are used in the provision of Services;</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Unplanned Application Downtime</td>
<td>means the total time for all the instances where services in the software modules deployed by Service Provider are not available for more than 5 consecutive minutes;</td>
</tr>
<tr>
<td>Application</td>
<td>means the COTS/software application developed as a part of scope of work set out in Clause 2.5.1</td>
</tr>
<tr>
<td>Application Downtime</td>
<td>means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;</td>
</tr>
<tr>
<td>Warranty / AMC Period</td>
<td>shall be the whole and sole responsibility of the Service Provider for three years from the date of successful completion /Go-live.</td>
</tr>
<tr>
<td>Safety and Security</td>
<td>insert any safety and security requirements additional to those specified in clause 3.15.3, Otherwise insert ‘not applicable’</td>
</tr>
</tbody>
</table>
SCHEDULE – II – CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, SLA and Scope of Work. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Service Provider and changes to the terms of payment as stated in the Terms of Payment Schedule.

The Kerala Technological University and Service Provider recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Service Provider will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and Kerala Technological University or its nominated agencies will work with Service Provider to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out in Clause the SLA. This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

CHANGE MANAGEMENT PROCESS

a. CHANGE CONTROL NOTE (“CCN”)

I. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work will emanate from the Parties’ respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party’s Project Manager who will acknowledge receipt by signature of the CCN.

II. The Service Provider and the Kerala Technological University or its nominated agencies, during the Project Implementation Phase and the Kerala Technological University or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.

III. It is hereby also clarified here that any change of control suggested beyond 25% of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of proposal value submitted by the Service Provider and accepted by the Kerala Technological University or its nominated agencies or as decided and approved by Kerala Technological University or its Nominated Agencies. For arriving at the cost/rate for change up to 25% of the project value, the payment terms and relevant rates as specified in Annexure D shall apply.

b. Quotation

I. The Service Provider shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the SI shall provide as a minimum:

1. A description of the change

2. A list of deliverables required for implementing the change;
3. A time table for implementation;
4. An estimate of any proposed change
5. Any relevant acceptance criteria
6. An assessment of the value of the proposed change;
7. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

II. Prior to submission of the completed CCN to the Kerala Technological University, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Service Provider shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

c. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Service Provider meets the obligations as set in the CCN. In the event the Service Provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Service Provider.

d. Obligations

The Service Provider shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. Service Provider will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.
SCHEDULE – III - EXIT MANAGEMENT SCHEDULE

PURPOSE

This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.

In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

TRANSFER OF ASSETS

Kerala Technological University shall be entitled to serve notice in writing on the Service Provider at any time during the exit management period as detailed hereinabove requiring the SP and/or its sub contractors to provide the Kerala Technological University with a complete and up to date list of the Assets within 30 days of such notice. Kerala Technological University shall then be entitled to serve notice in writing on the Service Provider at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Service Provider to sell the Assets, if any, to be transferred to Kerala Technological University or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

In case of contract being terminated by Kerala Technological University, reserves the right to ask Service Provider to discontinue the project operations within a period of 2 months after termination orders are issued.

Upon service of a notice under this Article the following provisions shall apply:

I. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Service Provider, the Service Provider shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Kerala Technological University.

II. All risk in and title to the Assets to be transferred / to be purchased by the Kerala Technological University pursuant to this Article shall be transferred to Kerala Technological University, on the last day of the exit management period.

III. Kerala Technological University shall pay to the SP on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.

IV. Payment to the outgoing SP shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

V. The outgoing SP will pass on to Kerala Technological University and/or to the Replacement SP, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Kerala Technological University/ Replacement SP, than that enjoyed by the outgoing SP.

COOPERATION AND PROVISION OF INFORMATION
During the exit management period:

(i) The Service Provider will allow the Kerala Technological University or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Kerala Technological University to assess the existing services being delivered;

(ii) promptly on reasonable request by the Kerala Technological University, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Service Provider or sub contractors appointed by the Service Provider). The Kerala Technological University shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Service Provider shall permit the Kerala Technological University or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the POC, PMU to understand the methods of delivery of the services employed by the Service Provider and to assist appropriate knowledge transfer.

CONFIDENTIAL INFORMATION, SECURITY AND DATA

a) The Service Provider will promptly on the commencement of the exit management period supply to the Kerala Technological University or its nominated agency the following:

I. information relating to the current services rendered and customer and performance data relating to the performance of sub contractors in relation to the services;

II. documentation relating to Computerization Project’s Intellectual Property Rights;

III. documentation relating to sub-contractors;

IV. all current and updated data as is reasonably required for purposes of Kerala Technological University or its nominated agencies transitioning the services to its Replacement Service Provider in a readily available format nominated by the Kerala Technological University, its nominated agency;

V. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Kerala Technological University or its nominated agencies, or its Replacement Service Provider to carry out due diligence in order to transition the provision of the Services to Kerala Technological University or its nominated agencies, or its Replacement Service Provider (as the case may be).

b) Before the expiry of the exit management period, the Service Provider shall deliver to the Kerala Technological University or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Service Provider shall be permitted to retain one copy of such materials for archival purposes only.

c) Before the expiry of the exit management period, unless otherwise provided under the MSA, the Kerala Technological University or its nominated agency shall deliver to the Service Provider all forms of Service Provider confidential information, which is in the possession or control of POC, PMU or its users.

EMPLOYEES
Promptly on reasonable request at any time during the exit management period, the Service Provider shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Kerala Technological University or its nominated agency a list of all employees (with designation) of the Service Provider dedicated to providing the services at the commencement of the exit management period.

Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Service Provider to the Kerala Technological University or its nominated agency, or a Replacement Service Provider (“Transfer Regulation”) applies to any or all of the employees of the Service Provider, then the Parties shall comply with their respective obligations under such Transfer Regulations.

To the extent that any Transfer Regulation does not apply to any employee of the Service Provider, department, or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the POC, PMU or any Replacement Service Provider.

TRANSFER OF CERTAIN AGREEMENTS

On request by the Kerala Technological University or its nominated agency the Service Provider shall effect such assignments, transfers, licences and sub-licences as the POC, PMU may require in favour of the POC, PMU, or its Replacement Service Provider in relation to any equipment lease, maintenance or service provision agreement between Service Provider and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Kerala Technological University or its nominated agency or its Replacement Service Provider.
RIGHTS OF ACCESS TO PREMISES

At any time during the exit management period, where Assets are located at the Service Provider's premises, the Service Provider will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Kerala Technological University or its nominated agency and/or any Replacement Service Provider in order to make an inventory of the Assets.

The Service Provider shall also give the Kerala Technological University or its nominated agency or its nominated agencies, or any Replacement Service Provider right of reasonable access to the Implementation Partner's premises and shall procure the Kerala Technological University or its nominated agency or its nominated agencies and any Replacement Service Provider rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the Kerala Technological University or its nominated agency, or a Replacement Service Provider.

GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Kerala Technological University or its nominated agency or its Replacement Service Provider and which the Service Provider has in its possession or control at any time during the exit management period.

For the purposes of this Schedule, anything in the possession or control of any Service Provider, associated entity, or sub contractor is deemed to be in the possession or control of the Service Provider.

The Service Provider shall commit adequate resources to comply with its obligations under this Exit Management Schedule.
TRANSITION MANAGEMENT

The following activities have to be taken up by the Service Provider and the State Government department as a part of the transition management; This activity has to be started at least 90 days before the end of this contract end date.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Responsibilities of Service Provider Transitioning Out</th>
<th>Kerala Technological University / Designated agency Transitioning In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide complete and updated documentation with respect to each component of the project namely; SRS, SDD, ICT infrastructure details with complete configurations, Deployment details, User manuals and any other related documents.</td>
<td>Ensure that all documents are up-to-date and one soft and hard copy of the documents are received.</td>
</tr>
<tr>
<td>2.</td>
<td>Conduct Knowledge transfer sessions on each of the component of the project. Few components of a project are; Hardware, Network components, System Software, Application Software, Support facilities, Troubleshooting etc.</td>
<td>Identify appropriate persons from the department / designated agency to involve in the Knowledge transfer sessions and build capabilities to ensure continuity of the project.</td>
</tr>
<tr>
<td>3.</td>
<td>Should shadow/support the state government department / designated agency for a period not less than 4 post Knowledge transfer to ensure smooth operations of the project.</td>
<td>Ensure that the team independently manages the project with shadow support from the transitioning out entity.</td>
</tr>
<tr>
<td>4.</td>
<td>Transfer of project related assets, if any.</td>
<td>Ensure that the project related assets are intact and accept the transfer.</td>
</tr>
<tr>
<td>5.</td>
<td>Handover all source code of the latest version of the application with proper documentation.</td>
<td>Check and accept the source code.</td>
</tr>
<tr>
<td>6.</td>
<td>Handover all related system software and their licenses.</td>
<td>Check and accept the same.</td>
</tr>
<tr>
<td>7.</td>
<td>Provide complete details of configurations done on servers, network components and client machines.</td>
<td>Check and accept the configuration details.</td>
</tr>
<tr>
<td>Sl.No.</td>
<td>Responsibilities of Service Provider Transitioning Out</td>
<td>Responsibilities of Kerala Technological University / Designated agency Transitioning In</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>8.</td>
<td>Provide complete details of security measures built-in the solution.</td>
<td>Check and accept the same.</td>
</tr>
<tr>
<td>9.</td>
<td>Handover all data related to the project with proper documentation.</td>
<td>Check and accept the same.</td>
</tr>
<tr>
<td>10.</td>
<td>Withdraw resources subject to approval from the state government department.</td>
<td>Ensure that all deliverables are completed properly and transition is completed and then permit for withdrawal of resources.</td>
</tr>
</tbody>
</table>

Note:
1. The transition process should start 90 days before the project completion date.
2. Final payment (Payment may be milestone based or Manpower based) to the external agency must be released only after completion of transitioning process by the external agency and the transitioning is accepted by the state government department.

**EXIT MANAGEMENT PLAN**

a) The Service Provider shall provide the Kerala Technological University or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

   (i) A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
   (ii) plans for the communication with such of the Service Provider's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Kerala Technological University's operations as a result of undertaking the transfer;
   (iii) (if applicable) proposed arrangements for the segregation of the Service Provider's networks from the networks employed by Kerala Technological University and identification of specific security tasks necessary at termination;
   (iv) Plans for provision of contingent support to Kerala Technological University, and Replacement Service Provider for a reasonable period after transfer.
   (v) Share low level and high level design documents of application and database.
   (vi) The Service Provider agrees to retain the key manpower’s involved in running the project for a year even after exiting the project, purely in full discretion of the nodal agency.
The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

Each Exit Management Plan shall be presented by the Service Provider to and approved by the Kerala Technological University or its nominated agencies.

The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.

In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

During the exit management period, the Service Provider shall use its best efforts to deliver the services.

Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the Kerala Technological University or its nominated agencies within 90 days from the Effective Date of this Agreement.
SCHEDULE – IV - AUDIT, ACCESS AND REPORTING

PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Kerala Technological University or its nominated agency and the Service Provider.

AUDIT NOTICE AND TIMING

As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the Kerala Technological University or its nominated agency and thereafter during the operation Phase, the Kerala Technological University or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits.

The Kerala Technological University or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Service Provider considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

The frequency of audits shall be a (maximum) half yearly or in the period of examination process, provided always that the Kerala Technological University or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Service Provider. Any such audit shall be conducted by with adequate notice of 2 weeks to the Service Provider.

Kerala Technological University will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of Service Provider and will be bound by confidentiality obligations.

ACCESS

The Service Provider shall provide to the Kerala Technological University or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Steering Committee shall have the right to copy and retain copies of any relevant records. The Service Provider shall make every reasonable effort to co-operate with them.

AUDIT RIGHTS

4.1 The Kerala Technological University or its nominated agency shall have the right to audit and
inspect suppliers, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

I. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Kerala Technological University and documentation related thereto;

II. That the actual level of performance of the services is the same as specified in the SLA;

III. That the Service Provider has complied with the relevant technological standards, and has adequate internal controls in place; and

IV. The compliance of the Service Provider with any other obligation under the MSA and SLA.

V. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Service Provider.

VI. For the avoidance of doubt the audit rights under this Schedule shall not include access to the

   a) Service Provider's profit margins or overheads,
   b) any confidential information relating to the Service Provider’s employees, or minutes of its internal Board or Board committee meetings including internal audit, or
   c) Such other information of commercial-in-confidence nature which is not relevant to the Services associated with any obligation under the MSA.

AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

The Service Provider shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Service Provider shall inform the Kerala Technological University or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

REPORTING: The Service Provider will provide reports to SPOC, PMU regarding any specific aspects of the Project and in context of the audit and access information as required by the Kerala Technological University or its nominated agency.

ACTION AND REVIEW

Any change or amendment to the systems and procedures of the Service Provider, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Kerala Technological University or its nominated agency and the Service Provider’s Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

TERMS OF PAYMENT
The Kerala Technological University shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the Service Provider and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the Service Provider pursuant to this Schedule.

RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Service Provider shall maintain true and accurate records in connection with the provision of the services and the Service Provider shall handover all the relevant records and documents upon the termination or expiry of the MSA.
SCHEDULE – V - GOVERNANCE SCHEDULE

PURPOSE

The purpose of this Schedule is to:
(i) Establish and maintain the formal and informal processes for managing the relationship between the Kerala Technological University and the Service Provider
(ii) Define the principles that both Parties wish to follow to ensure the delivery of the Services;
(iii) Ensure the continued alignment of the interests of the Parties;
(iv) Ensure that the relationship is maintained at the correct level within each Party;
(v) Create the flexibility to revise and maintain the relationship and this Agreement during the Term;
(vi) Set out the procedure for escalating disagreements; and
(vii) Enable contract administration and performance management.

GOVERNANCE STRUCTURE

Governance Structure includes Apex Committee, Implementation monitoring Committee and Project Management Unit (PMU) for the smooth implementation of EMS Project

Governance structure has been formed for monitoring the implementation of EMS in the KTU. The following are the committee members

1. Vice Chancellor – Chairman
2. Pro Vice Chancellor – Member
3. Registrar – Member
4. – Member
5. – Member
6. – Convenor

- A “Programme Management Unit” (PMU) consisting of personnel selected from among officers/staff be also be constituted for the implementation on a day-to-day or case-to-case basis. This team should be a dedicated team for the EMS implementation. Representatives of ______________________ also to be included in the PMU.

A. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
Project Management Unit: Within 7 days following the Effective Date, Kerala Technological University or its nominated agencies and the Service Provider shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.

The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

The PMU will meet formally on a fortnightly / monthly / quarterly/one month before the start of examination process, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items:

(i) Consideration of Previous Performance Reports;
(ii) Consideration of matters arising out of the Change Control Schedule;
(iii) Issues escalated in accordance with the escalation procedure as set out in the Governance Schedule;
(iv) Matters to be brought before the PMU in accordance with the MSA and the Schedules;
(v) Any matter brought before the PMU by the Service Provider under this Article; and
(vi) any other issue which either Party wishes to add to the agenda.

In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PMU any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.
GOVERNANCE PROCEDURES

The Service Provider shall document the agreed structures in a procedures manual.

The agenda for each meeting of the PMU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PMU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

The Parties shall ensure as far as reasonably practicable that the PMU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant’s position on the Disputed Matter.

The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in article 3.12.1.

All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.
SCHEDULE – VI - TERMS OF PAYMENT SCHEDULE

The following schedule would be followed for payment during the Project implementation:

The current volume for Year 1 is around 8 L answer-scripts under various courses of UG & PG Courses and under various types (regular, supplementary etc.). The volume is planned to go to double (around 16 L) and three times (24 L) in the subsequent two years.

The bidder should provide the per answer-script pricing

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Year 1 Price</th>
<th>Year 2 Price</th>
<th>Year 3 Price</th>
<th>Year 4 Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Answer-script</td>
<td></td>
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</tbody>
</table>

(This Schedule should also specify precisely what compensation is payable if it is terminated early. The amount of compensation payable will depend on the reason for termination. Early termination can be caused by Kerala Technological University Default or Service Provider Default).

Please note:
The above payments are subject to meeting of SLA’s failing which the appropriate deductions as mentioned in the SLA section of the agreement

The cost for the manpower will also be done on the actual basis i.e. category of the manpower deployed and the period of deployment.

Any fluctuation in prices due to inflation, tax regulations, will be borne by the Service Provider and not be passed on to Kerala Technological University Whenever the penalty is levied on Service Provider for failing to meet the required SLA, the half year installment shall be paid and the penalty (if any) will be adjusted in the subsequent half yearly installment(s)

Any delay on account of Kerala Technological University officials (and not attributable to the SI) shall not be taken into account while computing adherence to service levels for the SP. While Kerala Technological University will ensure that any Sign off / Comments are provided within a period of 15 working days from the submission of deliverables by the SI.

Any monetary figure in decimal shall be rounded off to the nearest INR

The Service Provider is responsible for all crisis management issues. They have to address various crisis management solutions during project period.

The Service Provider has the responsibility to ensure various security aspects during the implementation phase.
ANNEXURE – A – FORMAT FOR CHANGE CONTROL NOTICE

<table>
<thead>
<tr>
<th>Change Control Notice Form</th>
<th>CCN Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part A: Initiation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Originator:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Sponsor:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date of Initiation:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Details of Proposed Change**

(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)

<table>
<thead>
<tr>
<th>Authorized by :</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
<td>Date:</td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Part B : Evaluation**

(Identify any attachments as B1, B2, and B3 etc.)

Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.

**Brief Description of Solution:**
<table>
<thead>
<tr>
<th>Impact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverables:</td>
</tr>
<tr>
<td>Timetable:</td>
</tr>
<tr>
<td>Charges for Implementation:</td>
</tr>
<tr>
<td>(including a schedule of payments)</td>
</tr>
<tr>
<td>Other Relevant Information:</td>
</tr>
<tr>
<td>(including value-added and acceptance criteria)</td>
</tr>
<tr>
<td><strong>Authorized by the Implementation Partner</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
</tr>
</tbody>
</table>

**Change Control Note**

**CCN Number:**

**Part C: Authority to Proceed**

Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)

<table>
<thead>
<tr>
<th>Approved</th>
<th>Rejected Requires Further Information (as follows, or as Attachment 1 etc.)</th>
</tr>
</thead>
</table>

**For Kerala Technological University and its nominated agencies**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

**For the Service Provider**
ANNEXURE – B - LIST OF SERVICES PROVIDED BY THE SERVICE PROVIDER

Various services to be offered by the Service Provider will consist of:

I. Setup, install and Configure all hardware and softwares required for installation of EMS application suite at Data Center, as desired by KTU.
II. Deployment of Disaster Recovery and a Business Continuity Plan.
III. Install upgraded version of EMS application based on the change request from the state normal update ie. After addition of more features to EMS application
IV. Deployment of resources for implementation
V. Project Management Deliverables
   - Project Implementation Plan
   - Periodic Status Reports
   - Business Continuity Plan
   - Schedule Updates
VI. Document Deliverables
   SP will provide all documentation on the application as listed below.
   Documentation on the following shall be made available on the EMS portal:
   - User Manual
   - User Hand Book
   - Admin User Manual
   - Low level and high level design document
   - FAQ Guide

VII. Application Deliverables
    The primary deliverable is the application EMS product in its standard form. New updates will be provided from time to time.

    EMS Product :
    1. Question Paper Setting
    2. Question Paper Distributing and Printing
    3. Scanning of the Answer Books Post Examination
    4. Valuation of Question papers by Valuators.
    5. Data migration to result generating module of KTU

    2. Training Plan
    Training plan to cover the examination centers to be provided SP for setting up facilities for having auxiliary infrastructure.

VIII. Handholding and Support
    Continuous support over a period of three years will be provided.

IX. Post Implementation Support
    After the completion of the implementation period, offline support for a period of 5 years will be provided thru email and telephonically.

ANNEXURE-C REQUIRED DELIVERABLE AND ASSOCIATED TIMELINES

<table>
<thead>
<tr>
<th>Component</th>
<th>Activity/ Indicator</th>
<th>Process</th>
<th>Proposed Timelines (Weeks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>T = Date of Signing of Agreement with Service Provider (SI)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Deployment of EMS application at Kerala Technological University and examination centers as per KTU Manual

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resource Mobilization by SI and detailed project plan</td>
<td>T + 2</td>
</tr>
<tr>
<td>Work order and Agreement signing</td>
<td>T+2</td>
</tr>
<tr>
<td>Procurement of IT infrastructure at Data Centre</td>
<td>T+3</td>
</tr>
<tr>
<td>Application deployment and Configuration or Customization as per the KTU Examination process/FRS</td>
<td>T + 4</td>
</tr>
<tr>
<td>Acceptance &amp; Testing for application for Pilot Phase</td>
<td>T +6</td>
</tr>
<tr>
<td>Audit and certification</td>
<td>T + 8</td>
</tr>
<tr>
<td>Pilot rollout in 4 examination centers</td>
<td>T + 10</td>
</tr>
<tr>
<td>Integration with legacy systems</td>
<td>T+12</td>
</tr>
</tbody>
</table>

Other Activities

- Procurement, installation and commissioning of hardware, networking and data Centre
  - To be completed by the end of respective Phases
- Training and Awareness
  - Continuous activity till the end of project
- Project Management
  - Go-Live of complete EMS Solution
- Operations & Maintenance Phase
  - 3 years from the Go-Live of complete EMS solution

Need to include detailed schedule as and when Ready

**ANNEXURE – E – BILL OF MATERIAL**

**Bill of Material**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Year 1 Price</th>
<th>Year 2 Price</th>
<th>Year 3 Price</th>
<th>Year 4 Price</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Answer-script</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Payment release subject to utilization certificate approval from nodal officer /agency.**
ANNEXURE – F – ROLES AND RESPONSIBILITIES OF THE PARTIES

Roles and Responsibilities of Service Provider

Service Provider must deliver a solution that would handle the end-to-end process for managing University examination (theory) conducted for Graduate and Post-Graduate Programs for the academic year 2015-16 that can be extended to another three years, subjected to satisfactory performance of the selected service provider. The generic activities to be delivered as part of the scope of work for the project are as under:

- Develop a Solution Specification after a requirements study and get it approved from the competent authority of the University.
- Submit the Designs aligned to the requirements.
- Make modifications to the product and the process flow (if any) as per the requirements of the University.
- Deployment of the proposed solution for KTU use.
- Setting up the printing (for Question Paper Printing & Answer sheet Authentication) and scanning facility in each Examination Centres (Affiliated Colleges) within 4 weeks from the date of issues of the initial purchase order.
- Providing Hard Copy / Soft Copy of Reports at various stages of each process as required by the University.
- Ensuring the Security of the Application and Database and hosting the same as per time line decided by the University and enabling the University to audit all aspects of the application and data base as required.
- Provide training to the end users like paper setting and paper valuation officials/professors etc.,
- Suggest the model of Answer Sheet booklet which are suitable for the system proposed.
- Data generated during the period must be made available whenever requested by the university authorities.
- To ensure interoperability and scalability the design of the solution and database shall be open API ready.
- Ensure that the database and design for further business continuity model.
- Copy of Archives of past data from time-to-time.
- Support University with any reports / data for statutory audits or for fulfilling any other such regulatory requirements.
- Vendor should establish a dedicated Project Management Unit at KTU or as desired by KTU.
- Vendor should have adequate manpower to assist in the implementation of services such as configuration, training, handholding, refresher training.
- Operation and maintenance of EMS solution for a period of three years after ‘Go Live’.
- Managed services support in a distributed environment to ensure performance to Service Levels.
Roles and Responsibilities of Kerala Technological University

The University will provide to the prospective vendor

- Authorised Contact Person to coordinate information sharing and other processes between the Prospective Bidder and examination centres at affiliated Engineering Colleges.
- Work with the selected vendor for the system requirements and design sessions
- Handover all required information regarding rules, procedures, guidelines etc. governing the processes that are to be developed.
- Sign-off of deliverables on time for the vendors.
- Make authorised persons available for the User Acceptance Testing
- Any materials requiring specialised Pre Printed Stationary, shall be supplied by the University unless specifically mentioned as part of Agency deliverables under the Specific Activities included in the Scope of Work.
- Provide Hosting environment for deploying the software.
- Office space and other provisions for the delivery teams during the interaction phases with University
- Uninterrupted power supply, Internet connectivity along with required bandwidth and location (location shall be made secured by the vendor) along with the basic facilities (viz table, chairs, covered spaces etc) for setting up the scanning facility will be provided by Kerala Technological University, Trivandrum.
- Hardware for (viz computers with keyboard and mouse, uninterrupted power supply and internet connectivity along with required bandwidth) the purpose of evaluating the digitized answer scripts to be made available at the evaluation centers/colleges and will be organized by Kerala Technological University, Trivandrum. In case of Online Evaluation using internet, the university will ensure availability of internet connectivity along with required bandwidth at evaluators houses/ other locations.
- Prompt approval and payment of fees as agreed in the final contract.
- Provide points of contact in the affiliated institutions for any local assistance during the deployment of examination procedures in the institutions.
- Any other mutually agreed requirements as an when required.