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DEAN Faculty of Engineering Dayalbagh Educational institute Dayalbagh, AGRA.

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TRANSFORMING HIGHER EDUCATION GATE ACADEMY PV

LTD

Article 12 Bond

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(Zero)

TRANSFORMING HIGHER EDUCATION GATE ACADEM

DAYALBAGH EDUCATIONAL INSTITUTE

TRANSFORMING HIGHER EDUCATION GATE ACADEMY PV

100 त्यमव जयत

(One Hundred only)

For Sree Kaamadhenu Credit Co-op. Society Limited

THIS CONTRACT ("Contract") is entered into this on 17th October 2019,

By and Between

TRANSFORMING HIGHER EDUCATION GATE ACADEMY PRIVATE LIMITED, commonly known as" THE GATE ACADEMY" ("the Consultant") having its principal place of business at # 627/23, S S PLAZA (4th Floor), 10th 'D' Main Road,30th Cross, Jayanagar 4th Block, Bangalore – 560011

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And

Dayalbagh Educational Institute ("the Client") having its principal office located at Dayalbagh, Agra -282005 Uttar Pradesh

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's

Personnel," to perform the Services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term:

The Consultant shall perform the Services during the period commencing tentatively from 25th October 2019 and continuing through 31st January 2021, or any other period as may be subsequently agreed by the parties in writing

3. Payment:

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed Rs 17, 61,300/- (Rs Seventeen Lacs Sixty One Thousand Three Hundred only)). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant for 189 students. Over & above 189 students an amount of Rs.9,785/- all inclusive will be charged per student.

B. Schedule of Payments

1.60% of the contract value shall be paid upon signing of contract and receipt of login ID & password

2. 40% of the contract price shall be paid on the receipt of entire consignment of Books & study materials

Rs. 17, 61,300 /- Total

C. Payment Conditions

Rayahh betmade in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4

Payments shall be made to Consultant's bank account

A/c Holders Name	T.H.E GATE Academy Pvt Ltd
A/C Number	029705003022
IFSC Code	ICIC0000297
Branch Name	BTM 2nd Stage

4. Project Administration:

A. Coordinator:

The Client designates **Dr. Ram Chand Gupta as** Client's Coordinator. The Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3

5. Performance:

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity

6. Confidentiality:

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client

7. Ownership of Material:

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software

8. Consultant not to be engaged in certain activities:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services

9. Insurance:

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The Consultant will be responsible for taking out any appropriate insurance coverage

10. Assignment:

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent

11.Law Governing Contract and Language:

The Contract shall be governed by the laws of Indian Government, and the language of the Contract shall be in English

12. Dispute Resolution:

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country

FOR DEI

Dayalbagh Agra

FOR THE GATE Academy

Jayanagar Bangalore

Signed By:

DEAN Faculty of Engineering

Dayalbagh Educational institute Dayalbagh, AGRA.

Signed By:

LALIT MISHRA AVP- IS and FS

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex A

Terms of Reference & Scope of Service

A. Scope of Service as per TOR

The Consultant shall cover following Scope of Service while delivering the contents:

- 1. No Physical Teaching
- 2. Study Material 12 to 16 Book (number varies as per stream)
- 3. GATE Question Bank
- 300+ hours Recorded Video Lectures (Login ID will be provided to students, Internet Required with minimum Speed of 2 Mbps)
- 5. 60+ online Chapter Tests
- 6. 12+ online Subject Tests
- 7. 8 online Full-Length Tests
- 8. 12 online ALL INDIA MOCK TESTs
- 9. Quick Refresher Guide
- 10. Post GATE Guidance-Online

B. Schedule of task

The following Schedule for the training is mutually agreed by the Client and the Consultant.

1. Tentative Start Date of the program: 25th October 2019

C. Streams to be serviced by the Consultant

- 1. Computer Science & Engineering
- 2. Electronics & Communication Engineering
- 3. Electrical Engineering

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- 4. Civil Engineering
- 5. Mechanical Engineering
- 6. Industrial Engineering

Total Number of Students 180. We will service an increase of maximum 5% of total strength of 180 students at no extra cost. Over & above 189 students an amount of Rs 9785/- all inclusive will be charged per student. Student Portal will be active till 31st January 2021

D. Support and input provided by the Client:

1. Students Information

- Details information of students including their Name, Branch/Stream, email ID and Contact Number shall be provided to Consultant.
- ii. Consultant need academic records of students of the Client from 1st to 6th Sem of engineering

2. Administrative Support - Local Coordinator

- i. SPOC(Single Point of Contact) from Client for Consultant
- ii. Taking regular feedback and sharing it to Consultant

Annex B

Consultant's Personnel

The **Consultant** shall provide SPOC (single point of contact) who will coordinate with the **Client**

Annex C

Consultant's Reporting Obligation

The Consultant shall provide following reports.

Frequency of Reports

Milestone No.	Timeline
1	Signing of contract and receipt of login Id & passwords
2	Supply of Books & Learning Materials
3	Results of all Online Tests

