



सत्यमेव जयते

INDIA NON JUDICIAL

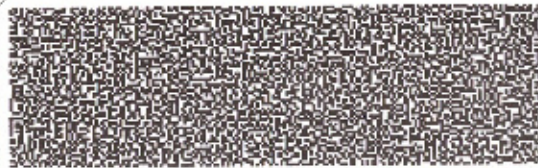
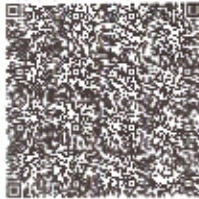
Government of Karnataka

Rs. 100

e-Stamp

**Certificate No.** : IN-KA66363972491919R  
**Certificate Issued Date** : 02-Aug-2019 10:45 AM  
**Account Reference** : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKA-SHCIL57600721423505R  
**Purchased by** : TRANSFORMING HIGHER EDUCATION GATE ACADEMY PVT LTD  
**Description of Document** : Article 12 Bond  
**Description** : MOU  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : TRANSFORMING HIGHER EDUCATION GATE ACADEMY PVT LTD  
**Second Party** : JORHAT ENGINEERING COLLEGE JORHAT  
**Stamp Duty Paid By** : TRANSFORMING HIGHER EDUCATION GATE ACADEMY PVT LTD  
**Stamp Duty Amount(Rs.)** : 100 सत्यमेव जयते  
 (One Hundred only)

Authorised Signatory  
 For Stock Holding Corporation of India Ltd.



Please write or type below this line

THIS CONTRACT ("Contract") is entered into this 2<sup>nd</sup> August 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

And

Statutory Alert:

1. The authenticity of this e-stamp should be verified at "www.stic-estamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The duty of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

For Transforming Higher Education Gate Academy Pvt Ltd  
 L. Mishra  
 Authorised Signatory

Page 1 of 5

**Jorhat College of Engineering, Garmur Jorhat ,Assam - 785007 (" the Client")**

**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.
- (iii) 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 from **16<sup>th</sup> August 2019** and continuing through **30<sup>th</sup> November 2019**, 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. 13,88,286 /-**(Rupees Thirteen Lakh Eighty Eight Thousand Two hundred Eighty Six 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.

**B. Schedule of Payments**

The schedule of payments is specified below:

- 1. 10%** of the total contract value shall be paid upon a) signing of contract and receipt of login ID & password along with Benchmarking test b) Submission of 10 % equivalent amount of Bank Guarantee c) Conduction of Mock Test(Benchmarking test) before commencement of training  
If milestone 1 is not completely met, then no advance payment will be done & 10 % of the total contract value will be released with milestone 2
- 2. 30%** of the total contract value shall be paid on the successful completion of 30% syllabus and supply of learning material to students.
- 3. 30%** of the total contract value shall be paid on the successful completion of 60% syllabus.

*Principal*  
Jorhat Engineering College  
Kirtar 7

*L. K. Mishra*

4. 20% of the total contract value shall be paid on the successful completion of 90% syllabus

5. 10% of the total contract value shall be paid on successful completion of 100% syllabus and a) conduction of Mock test at the end of course completion b) Found at least 30% improvement in score of every individual student (to be compared with Benchmarking Test)

**Rs. 13,88,286/- Total**

**C. Payment Conditions**

Payment shall be made 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 Mr. **Sanjeev Vishwakarma**, Assistant Professor, **Jorhat College of Engineering** 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. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory

**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,

*Principal*  
Jorhat Engineering College

*Authorised Signatory*

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:**

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 THE CLIENT**

**Dr Reeta Sarmah**

**Principal**

**Jorhat College Of Engineering**

**Jorhat-785007**

**FOR THE CONSULTANT**


  
Lalit Mishra  
2/8/2019

**Lalit Mishra**

**Associate Vice President**

**The GATE Academy**

**Bangalore-560011**

  
**Principal**  
**Jorhat Engineering College**  
**Jorhat-7**

**LIST OF ANNEXES**

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel
- Annex C: Consultant's Reporting Obligations

For Transforming Higher Education Gate Academy Pvt. Ltd

*L. K. Pushpam*  
Authorised Signatory

*S. Subi*  
Principal  
Sri Mahatma Engineering College  
Jorhat - 7

## 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:

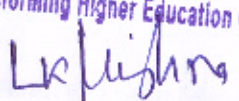
1. Physical Classroom Coaching of 300 Hrs for GATE-2020 exam (As mentioned in invitation document)
2. Study Material - 12 to 16 Book (number varies as per stream)
3. GATE Question Bank
4. 300+ hours Recorded Video Lectures (Login ID will be provided to students, Internet Required with minimum Speed of 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. Start Date of the program: 16<sup>th</sup> August 2019
2. Number of day/s per weekdays to be utilized (Monday to Friday): 1 day
3. Hours of coaching in weekdays ( Friday): 7 hours of coaching
4. Number of day/s per weekend to be utilized (Saturday): 21day
5. Hours of coaching in weekends (Saturday): 7 hours of coaching
6. Lecture schedule will be shared periodically and at least 7 days in advance to the Client

  
 Principal  
 Jyoti Engineering College  
 Jorhat 7

for Transforming Higher Education Gate Academy Pvt. Ltd  
  
 Authorised Signatory

**C. Streams to be serviced by the Consultant**

1. Mechanical Engineering
2. Civil Engineering

The tentative topics to be covered under each of the disciplines depend on the curriculum of GATE for that examination and the focus will be more towards high weightage important topics. For total teaching hours of 120, 4 subjects will be taught to each student. Common subjects between different disciplines will be taught together up to maximum batch strength.

The list of subject for both the branches Mechanical Engineering & Civil Engineering  
**Mechanical Engineering:**

1. Engineering Mechanics
2. Thermodynamics and its Application
3. Manufacturing Engineering
4. Engineering Mathematics

**Civil Engineering:**

1. RCC
2. Engineering Mathematics
3. Geotechnical Engineering
4. Water resources Engineering

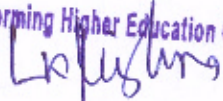
**Attendance Report**

1. The Client's coordinator will be submitting the daily attendance report of the students to the Consultant on weekly basis

**D. Assessment Procedure**

1. Benchmarking test (online) shall be conducted for the students enrolled for the training program before commencement of training.
2. Students will have to attend online Test after every subject is completed.
3. The final assessment shall be done by Consultant using the same assessment tool which was used for benchmarking test

  
 Principal  
 Jyoti Engineering College

for Transforming Higher Education Gate Academy Pvt. Ltd.  
  
 Authorised Signatory

**E. Support and input provided by the Client:****1. Students Information**

- i. 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 1<sup>st</sup> to 6<sup>th</sup> Sem of engineering

**2. Administrative Support – Local Coordinator**


- i. SPOC(Single Point of Contact) from Client for Consultant
- ii. Taking regular attendance, feedback and sharing it to Consultant
- iii. Conduction of all the online/offline examination, evaluating the result and sharing it with Students and Consultant
- iv. For operational activities such as, guiding faculty members to locate guest house and classroom venue
- v. Providing the local information regarding travel and stay to the Consultant

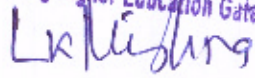
**3. Office and Classroom Venue:**

- i. The Consultant requires classroom for teaching, Test purpose
- ii. The Consultant requires sitting space for the faculty members to sit before class starts and during the break
- iii. The Consultant requires office space/meeting space in case Consultant team is visiting the college

**4. Equipment's and other Facilities required by the Consultant**

- i. Projector to project the PPTs, Videos, Graphs and Images to make concept clearer (If required by teaching staff)
- ii. Need Xerox facility for taking xerox of feedback forms, tests, attendance sheets etc
- iii. Whiteboard, Markers in sufficient quantity
- iv. Mic and speaker (If required by teaching staff)
- v. Bottled Water and refreshments for faculties during the classes

  
 Principal  
 Anant Engineering College  
 Warananagar 7

for Transforming Higher Education Gate Academy Pvt. Ltd  
  
 Authorised Signatory

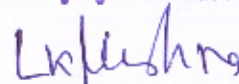


## Annex B

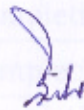
### Consultant's Personnel

1. The **Consultant** shall provide GATE qualified faculties who have more than 2 years' experience in GATE exam teaching.
2. The **Consultant** shall provide the schedule of classes along with names & qualifications of faculties who will be teaching at least 7 days in advance to Client
3. The **Consultant** shall provide SPOC (single point of contact) who will coordinate with all faculties of the **Consultant** and the **Client**

For Transforming Higher Education Gate Academy Pvt. Ltd



Authorised Signatory



Principal

Orhath Engineering College  
Jorhat 7

## Annex C

### Consultant's Reporting Obligation

The **Consultant** shall provide following reports.

#### A. Types of Report

- a. Name of the Subjects completed branch wise
- b. Details of hours of coaching conducted for each subject
- c. Feedback of the faculties

#### B. Frequency of Reports

Report No.	Timeline
1	Signing of contract and receipt of login Id & passwords & Benchmarking Test
2	Successful completion of 30% syllabus and supply of learning material to students
3	Successful completion of 60% syllabus.
4	Successful completion of 90% syllabus.
5	Successful completion of 100% syllabus and conduction of Mock test at the end of course completion


#### C. Format of Reports

Subject Names	Stream/Branch	Hours taught	Feedback received from students

For Transforming Higher Education Gate Academy

*Le Mishra*

Authorised Signatory

  
 Principal  
 Jorhat Engineering College  
 Jorhat 7