

INVITATION FOR EXPRESSION OF INTEREST (EOI)
FROM
GOVERNMENT DEPARTMENTS, PSUs & AUTONOMOUS BODIES
FOR
TECHNOLOGY TRANSFER (ToT)
OF
“C-DAC ONLINE EXAM SOLUTION”
ON FIXED ROYALTY FEE BASIS

Issued by



Centre for Development of Advanced Computing

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1. Introduction

The Center for Development of Advanced Computing (C-DAC), Chennai, invites Expressions of Interest (Eol) from Government Departments (Central/State), Public Sector Undertakings (PSUs), and Autonomous Bodies. This invitation pertains to the Transfer of Technology (ToT) of a specific product/solution on a non-exclusive basis to these eligible entities. The purpose is to enable them to acquire licenses for conducting examinations using ***“C-DAC’s Online Exam Solution”***.

The purpose of this EOI is to provide the Bidder(s) with information and to assist them in the formulation of their proposals (Bids). This EOI does not claim to contain all the information, which each Bidder may require.

Each Bidder should, at its own costs without any right to claim reimbursement, conduct its investigations, and analysis, and should check the accuracy, reliability, and completeness of the information given in this EOI and wherever felt necessary obtain independent advice.

C-DAC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, or completeness of this EOI. The information contained in this EOI is selective and is subject to update, expansion, revision, and amendment.

C-DAC does not undertake to provide any Bidder with access to any additional information or to update the information in this EOI or to correct any inaccuracies if any therein, which may become apparent.

Interested bidders are requested to submit their company and collaboration details. After evaluation by the designated ToT committee, and in accordance with C-DAC’s ToT policy guidelines, a ToT agreement will be finalized with eligible partners at the approved royalty fee stated in this Expression of Interest (Eol).

This document provides an overview of the solution/technology available for transfer, the terms and conditions applicable to eligible Government Departments (Central/State), PSUs, and Autonomous Bodies, and the procedure for submitting an Expression of Interest and entering into a Transfer of Technology (ToT) agreement based on the terms set forth herein.

2. Brief about C-DAC

Centre for Development of Advanced Computing (C-DAC) is the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY), Govt. of India for carrying out R&D in IT, Electronics and associated areas. It is a National Centre of Excellence, pioneering application-oriented research, design and development in Electronics and Information Technology. The different technology verticals of C-DAC include High Performance Computing (HPC), Quantum Computing, Artificial Intelligence (AI), Strategic Technologies, Digital India RISC-

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V (DIR-V), Software Technologies, e-Governance, Healthcare & Educational Technologies, Cyber Security, Automotive and Communication Technology, Power Electronics & Renewable Energy, Intelligent Transportation Systems (ITS) and others.

C-DAC Chennai Centre, established in 2002, focuses on three major areas: Free and Open Source Software (FOSS), Ubiquitous Computing, and Upskilling/Reskilling. The Centre serves as the National Resource Centre for Free and Open Source Software (NRCFOSS), established with the dual objectives of bridging the digital divide and strengthening the Indian software industry. C-DAC Chennai has developed expertise in advanced technologies including Secured Indigenous Operating Systems, Blockchain, Next-Generation Cybersecurity solutions, Secure Online Examination Systems, Video Analytics, AI and Machine Learning-based solutions, Wireless Sensor Networks, Internet of Things (IoT), Visible Light Communication, and 5G Software Defined Networking (5G-SDN) technologies.

3. Brief description about the technology to be transferred

CDAC -developed a robust solution namely ***“C-DAC’s Online Exam Solution”*** for smooth and secure conduction of competitive Computer Based Test (CBT). This solution/technology is now currently available for transfer of technology **ToT**. C-DAC, Chennai would like to invite the eligible Government Departments (Central/State), PSUs, and Autonomous Bodies for implementation of following product/technology through **ToT** for conducting the competitive Computer Based Test (CBT).

3.1. CDAC Online Exam Solution

The Online Examination Software System is a technology-driven solution designed to streamline all aspects of Computer Based Tests (CBT). It addresses common challenges associated with CBTs, ensuring a secure, efficient, and reliable testing experience. This end-to-end solution supports all essential functional and operational requirements for conducting secure Computer Based Test (CBT), including website, candidate’s online registration along with integrated payment module, exam centre allocation to candidates, admit card generation, biometric registration, question paper generation, exam pattern configuration with question bank, daily exam schedule, objective question sections, secure paperless exam delivery, question challenge portal, Exam Analytics, Central Management Server, Live exam dashboard, BOSS PXE Server appliance and secure client Operating System, Result Processing System. The software is well-suited for administering online examinations across multiple locations on a PAN-India basis.

3.2. Major Modules

The overall solution is broadly categorized into Four main stages:

1. **Pre-Exam**
2. **Exam Readiness**

3. Main Exam

4. Post-Exam

3.2.1. Pre-Exam

This stage covers all preparatory activities required for organizing a CBT. Key modules include Website, Candidate registration portal with integrated payment gateway, Question Bank Management software, Question Paper Generation Software based on blueprint, Pre-Exam portal, Account reconciliation of registration with Banks, exam city / centre allocation to candidates, admit card generation, dispatch of Admit Cards through email, SMS alerts, Pre-exam analytics.

3.2.2. Exam Readiness

This stage involves operational planning and setup at the exam venue. It includes modules for authenticating exam servers at each location through the admin portal, downloading the candidate registration data, accessing the exam conduction portal, and performing biometric registration before initiating the exam process.

3.2.3. Main Exam

The Main Exam stage encompasses all components required for securely conducting the examination and monitoring it in real time. This includes PXE-based secure booting of the exam system environment and the core examination software including real-time Dashboard to monitor the exam across India, which features candidate logins, assigning randomized seating numbers, downloading/activating question papers, live exam analytics. The system ensures secure capture of candidate responses and their transmission to a central management server, supporting a seamless and controlled examination process.

3.2.4. Post-Exam

This stage includes all functionalities essential for result processing, post-exam analytics and activities of further stages / phases. At the conclusion of each exam batch, candidate response data from the exam venues is securely synchronized and uploaded to the central exam servers in encrypted format. This data is then utilized for result processing and publication.

4. Invitation for Expression of Interest

4.1 C-DAC invites “Expression of Interest” (EoI) in the format given in Annexure-I (Part A & Part B). Eligible Government Departments (Central/State), PSUs, and Autonomous Bodies can become ToT partner of C-DAC based on the information furnished in Annexure-I, subject to the assessment by C-DAC.

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4.2 Expression of Interest (Eol) sought from interested partners for acquiring the technology knowhow of "**CDAC Online Exam Solution**" designed and developed by C-DAC through Transfer of Technology (ToT).

4.3 The cost for the Transfer of Technology (ToT) of the "**CDAC Online Exam Solution**" developed by C-DAC has been determined by the designated ToT Committee, constituted by the Competent Authority, in accordance with the terms of reference established by C-DAC. **The ToT is offered on a royalty fee basis, calculated per candidate.**

4.4 **This Expression of Interest (Eol) will be published on C-DAC's website as a "Running Eol" and will remain open for a period of one year from the date of publication.** However, C-DAC reserves the right to modify the duration or terms and conditions of the Eol at its discretion, including the possibility of closing it earlier.

4.5 Interested Government Departments (Central/State), Public Sector Undertakings (PSUs), and Autonomous Bodies may submit their Expressions of Interest, as outlined in clause 5 and 6 of this document.

4.6 Applications submitted by eligible Government Departments, PSUs, and Autonomous Bodies will be evaluated by C-DAC based on the documents provided, as stipulated in this Eol.

4.7 Selected entities will be required to pay a fixed royalty fee as specified in the Eol for the Transfer of Technology (ToT) of "C-DAC's Online Exam Solution" on a per-candidate, per-exam basis, calculated based on the number of hall tickets generated for each exam.

4.8 **C-DAC will provide technical support for a period of up to two (2) years from the date of signing** the ToT agreement. The technical support provides necessary patches / updates related to the *Online Exam Solution* during this period. However, any requests for changes or customizations to the exam solution are excluded from the technical support coverage.

4.9 While all efforts will be made to address known cybersecurity threats, the rapidly evolving nature of technology continues to introduce new vulnerabilities. As such, it is imperative that the ToT partner remains proactive in adapting and enhancing processes in response to emerging technological developments and threat landscapes.

4.10 A draft ToT agreement, including detailed terms and conditions, is provided in **Annexure-II**. Bidders must unconditionally agree to these terms to be considered eligible under this Eol.

4.11 Participation in this Eol does not guarantee any partnership or association with C-DAC unless a formal ToT agreement is executed.

4.12 The offered technology will be transferred on a **non-exclusive** basis.

4.13 Submissions must include all supporting documents required to substantiate the claims made in the Eol. All costs associated with the preparation and submission of the Eol shall be

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borne by the applicant. C-DAC will not be liable for any expenses incurred or for any consequences if it decides to cancel or modify the selection process at any stage.

4.14 C-DAC reserves the right to reject any proposal without providing any justification.

4.15 C-DAC offers no business guarantee or financial support to the selected ToT partner as part of this process.

5. Who can Apply

Any Government Departments (Central/State), PSUs, and Autonomous Bodies interested in obtaining technology know-how for implementing the "**C-DAC's Online Exam Solution**" are welcome to apply for the Transfer of Technology (ToT).

6. How to Apply

Interested Government Departments (Central/State), PSUs, and Autonomous Bodies may send expression of interest by filling the template as per Annexure – I (Part-A & Part-B) along with the supporting documents to:

The Centre Head

Centre for Development of Advanced Computing (CDAC)

Tidel Park, 8th Floor, 'D' Block (North & South),

No.4 Rajiv Gandhi Salai, Taramani,

Chennai- 600113, Tamil Nadu (India)

Phone: +91-44-22542226/7

Website: www.cdac.in

Email: examchn@cdac.in

7. Memorandum of Agreement (MoA) for ToT Engagement

7.1. The ToT partner will be selected based on the Expression of Interest submitted by interested Government Departments (Central/State), PSUs, and Autonomous Bodies, and evaluated in accordance with Clause 4.6.

7.2. Upon selection, the respective bidder needs to sign the ToT agreement to officially become a ToT partner of C-DAC.

7.3. The ToT license will be granted on a **non-exclusive** basis during the validity of ToT agreement, authorizing the partner to use *C-DAC's Online Exam Solution*.

7.4. The selected partner shall pay a **royalty fee on a per-candidate, per-exam basis** for the actual use of the "**CDAC Online Exam Solution**" in conducting CBT examinations.

7.5. The ToT agreement is subject to termination, if the partner fails to deploy the product in accordance with the provided Know-how within 6 months from the effective date of the agreement. If deployment is delayed due to unavoidable circumstances beyond the partner's

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control, a written request for extension must be submitted to C-DAC before the expiry of the 18-month period, stating detailed reasons. C-DAC's decision regarding the extension request will be final and binding.

7.6. The Intellectual Property Rights (IPR) related to *C-DAC's Online Exam Solution* shall remain the sole property of C-DAC.

7.7. The ToT partner shall make best efforts to actively use *C-DAC's Online Exam Solution* for conducting online examinations.

7.8. The ToT partner must submit a **progress report every three months**, and subsequently on a **half-yearly** basis, detailing the number of candidates who have appeared in exams conducted using the licensed Know-How.

7.9. The ToT partner is required to notify C-DAC of any changes to its registered office address or any changes affecting the ToT agreement within **15 days** of such changes.

7.10. The ToT partner shall not, either in its own name or through any third party, file for any patent relating to the licensed Know-How. Additionally, the partner shall not oppose any patent application submitted by C-DAC at any time.

8. ToT license Agreement Validity & Renewal

8.1. The eligible partner will sign a **ToT agreement with an initial validity period of two (2) years** from the date of signing.

8.2. During the validity period of the ToT agreement, the partner may utilize the *CDAC Online Exam Solution* for conducting CBT examinations by paying a **royalty fee on a per-candidate, per-exam basis**.

8.3. For continued access and technical support beyond the initial two-year period, the partner may **renew the ToT agreement** prior to its expiration. The renewed agreement will be valid for an additional **two (2) years**, under the same terms and conditions. The applicable royalty fee for the extended period will be mutually agreed upon, considering prevailing market trends and the required level of technical support.

8.4. The partner must maintain a **valid (unexpired) ToT agreement** in order to receive any technical support related to the deliverables provided under this EoI.

8.5. Any customization requirements from the ToT partner will be considered by C-DAC only if the partner holds an active ToT agreement. Such customizations will be undertaken on a **cost basis**, under **mutually agreed terms and conditions** through a separate contract. These costs are **in addition to** per-candidate royalty charges.

Invitation of EoI for TOT – CDAC Online Exam Solution**9. ToT Deliverables**

9.1. The ToT agreement will be executed with eligible partners, with a validity period of two (2) years from the date of signing.

9.2. Following the signing of the ToT agreement, C-DAC's Exam Solution will be made available to the partner on a royalty fee basis, calculated per candidate per exam.

9.3. The following deliverables will be provided:

1. Softcopy of the product brochure
2. Technical manual
3. Software solution deposited in an ESCROW account
4. Training sessions
5. Technical Support for CDAC Online Exam Solution (end-to-end process) on mutual basis
6. Provision of PXE Server as an appliance

Note: An **ESCROW account** will be jointly established by C-DAC and the partner after the signing of the ToT agreement. This account will securely hold the **technical documentation, and related materials**, which will be regularly updated and validated by C-DAC. Both the partner and C-DAC will be designated as beneficiaries of the ESCROW account. The **cost of establishing and maintaining** the ESCROW account shall be **shared equally** between C-DAC and the partner.

10. Training for ToT Partners

Upon execution of the Transfer of Technology (ToT) agreement, training on *C-DAC's Online Exam Solution* will be provided to the respective partner and their team under the following terms:

10.1. Training will be conducted at C-DAC Chennai /any other C-DAC Centre premises, for a team of up to five (5) personnel from the partner organization.

10.2. All expenses related to travel, boarding, and lodging of the trainees during the training period at C-DAC centres shall be borne by the ToT partner.

10.3. In cases where training is requested outside C-DAC Chennai premises, all associated costs including air travel, boarding, and lodging of C-DAC officials shall be covered by the ToT partner. The nomination of C-DAC trainers and the duration of their stay for outstation training will be decided by C-DAC in **mutual consultation** with the partner, depending on the nature and scope of the training required.

10.4. Additional training sessions may be organized by C-DAC, either at its Chennai premises / other C-DAC Centres or at a location specified by the ToT partner, on a cost-reimbursable basis, under mutually agreed terms.

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Technical support for the CDAC Online examination solution (covering the end-to-end process), including hosting of exam servers in the ToT partner's data centre, will be provided to the ToT partners on cost basis and on mutual understanding of both parties.

12. Payment Terms for Software License**12.1. Royalty Fee During Agreement Validity**

During the agreement's validity, the partner is authorized to utilize the *CDAC Online Exam Solution* for CBT examinations by paying a **royalty fee on a per-candidate, per-exam basis** as detailed below:

Product Code	Royalty Fee per Unit	GST
SOE-CHN-01	₹360 (Rupees three hundred and sixty) per candidate & per exam basis.	Extra as applicable

Note: This royalty fee may be subject to an increase of 10 to 20%, depending on the level of support and additional service to be provided by CDAC to the ToT partner towards exam conduction on case to case basis.

12.2. Royalty Fee Payment Schedule

Royalty fees for the use of the *CDAC Online Exam Solution* are to be paid in two stages:

Description	Payment Terms
Royalty Fee	Per candidate, per exam
Stage 1	40% of the royalty amount to be paid in advance before the commencement of each exam
Stage 2	40% of the royalty amount to be paid within 30 days after the exam is conducted
Stage 3	Remaining 20% of the royalty amount to be paid within 30 days after the completion of the scope of work
Taxes	As applicable to be borne by the ToT Partner.

12.3. For any queries please contact:

Centre for Development of Advanced Computing (CDAC),
Tidel Park, 8th Floor, 'D' Block (North & South),
No.4 Rajiv Gandhi Salai, Taramani, Chennai- 600113, Tamil Nadu (India)
Phone: +91-44-22542226/7
Website: www.cdac.in
Email: exmchn@cdac.in

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Annexure – I

Part-A : Company Profile of the Bidder

Date: DD/MM/YYYY

To,

The Centre Head,

C-DAC Chennai

Tidel Park, 8th Floor, 'D' Block (North & South),

No.4 Rajiv Gandhi Salai, Taramani, Chennai- 600113, Tamil Nadu (India)

Subject: Expression of Interest for Technology Transfer (ToT) of “C-DAC’s Online Exam Solution” on Fixed Royalty Fee Basis-Reg

Dear Sir,

This is with reference to your advertisement inviting Expression of Interest for Technology Transfer (ToT) of “CDAC Online Exam Solution” on Fixed Royalty Fee Basis, please find below the details of our company / organization for your consideration.

1.	Product of Interest : Product Code : SOE-CHN-01 : CDAC Online exam Solution
2.	Name of the Organization: Website:
3.	Name of the Contact Person: Address: Mobile: Landline: Fax: E-Mail:
4.	Year of Incorporation:
5.	Type of Organization (PSU/ Government Departments (State/ Central)/Autonomous Body) Details of Parent Ministry:
7.	Address of the Registered Office:
8.	Number of Offices with addresses (Excluding Registered Office): 1. 2. 3.

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9.	Certificate of registration as (Please specify one of the following, as applicable) a) Government b) PSU c) R&D Establishment / Organization d) Hardware / System Design Company / Organization e) Any Others (bidder to mention)
10.	Permanent Account Number:
11.	GST Reg. No.:
12.	ISO or any equivalent Certification:

Note: The complete Expression of Interest (EOI) document needs to be duly signed and stamped by an authorized signatory and accompanied by an official Authority Letter on the organization's letterhead.

I hereby declare that the above information is true and correct to the best of my knowledge.

Signature with Name & Seal:

Place:

Date:

Part B : Technical Collaborations of the bidder

A.	ESSENTIAL REQUIREMENTS
1.	The organization must be a Government Departments (Central/State)/ Public Sector Undertakings (PSUs)/Autonomous Bodies.
3.	Company profile, giving details of current activities:
4.	Details of absorption of similar software technology for a product/knowhow, if any, that has been taken up in the past may be given:
5.	The manpower strength (Technical: Software & Non-Technical etc.) at various levels to be furnished to be deployed for handling the “CDAC Online Exam Solution” software at partners premises: a. B.E./ B.TECH/M.E./ M.TECH/PhD b. DIPLOMA c. SKILLED TECHNICIANS d. UNSKILLED

I hereby declare that the above information is true and correct to the best of my knowledge.

Signature with Name & Seal:

Place:

Date:

Annexure – II
License Agreement on Transfer of Technology

THIS LICENSE AGREEMENT is made and executed on this _ _ _ day of _ _ _ (month) _____ (hereinafter known as **EFFECTIVE DATE**) at _____

Between

Centre for Development of Advanced Computing, a Scientific Society of Ministry of Electronics and Information Technology (MeitY), Government of India, registered under the Societies Registration Act of 1860 and the Public Trusts Act of 1950, having its registered office at Savitribai Phule Pune University campus, Ganeshkhind, Pune-411007 and having one of its constituent units at TIDEL PARK, 8th Floor, “D” South, No. 4 Rajiv Gandhi Salai, Tharamani, Chennai - 600113 (hereinafter referred to as “**Licensor**”, which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include its executors, successors or administrators and permitted assigns) on the ONE PART

AND

_____, with its registered office located at _____ (herein after referred to as “**Licensee**”, which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include its executors, successors or administrators and permitted assigns) on the OTHER PART

Hereinafter **Licensor** and **Licensee** are collectively referred to as the “**Parties**” or individually as the “**Party**”. None of the parties hereto shall be construed as an agent or representative of the other party.

WHEREAS **Licensor** have developed KNOW-HOW namely “**CDAC Online Exam Solution**” having features listed in Annexure –IV through a Technology Development project and the said Annexure-IV shall be treated as part and parcel of this agreement.

AND WHEREAS the **Licensee** has carefully examined the said KNOW-HOW developed by **Licensor** and is interested in utilizing the same for its business purpose;

AND WHEREAS the **Licensee** has agreed to the condition that the **Licensors** would take no responsibility whatsoever regarding the implementation and execution of the said KNOW-HOW of **“CDAC Online Exam Solution”**;

AND WHEREAS the **Licensors** on the request of the **Licensee** has agreed to grant to the **Licensee** such license to use the said KNOW-HOW of **“CDAC Online Exam Solution”** to implement and/or use articles made in accordance with the said KNOW-HOW on the terms and conditions hereinafter contained:

1. INTERPRETATION

Subject to the context hereof, the following words and expression shall be constructed and interpreted, so as to have the following meanings;

“ARTICLE” shall mean the substance or product produced, made or exercise and/or practice of the KNOW-HOW of **“CDAC Online Exam Solution”**.

“PROCESSES” shall mean method or manner of implementation or execution of the ARTICLE by use, exercise and practice of the development or modifications thereof.

“KNOW-HOW” shall mean the technology, the technical knowledge, the processes, the information and data pertaining to the technology (described in Annexure-IV) developed by the **Licensors** and under consideration for this agreement. KNOW-HOW shall include the right to use/implement/execute besides other artifacts.

“IMPROVEMENTS” shall mean all refinements, developments and alterations of the KNOW-HOW or in the KNOW-HOW made solely by C-DAC.

“INTELLECTUAL PROPERTY RIGHTS” means all the worldwide intellectual property rights of or related to inventions /innovations/ creations/ derivations/ modifications/ upgradations / enhancement done by C-DAC or other party, arising under any statutory or common law or by contract, or otherwise now existing or hereafter filed, issued, or acquired/created/generated, including all: (a) Patent Rights; (b) right associated with works of authorship including copyrights and moral rights; (c) rights relating to the protection of trade secrets and confidential information; (d) right in trademarks, service marks, trade dress, trade names, and design patent rights, and (e) any right analogous to those set forth herein and any other proprietary rights relating to intangible property/know-how/technical data; whether formal applications for protection/registration under relevant laws have been filed or not.

2. GRANT OF LICENSE

In consideration of the payments to be made in the forms of Royalty/subsequent Royalty fee as provided in this agreement and performance of the covenants herein contained, the **Licensor** hereby grants to the **Licensee**, this license and it shall comprise the right to conduct the said KNOW-HOW of “**CDAC Online Exam Solution**” at the **Licensee’s** facilities and to utilize the same for their exam conduction business in accordance with the said KNOW-HOW.

The Licensor hereby grants this limited license on a non-exclusive basis covering all the locations in India. Though Licensee normally would cover the locations in India, Licensor reserves the right to grant similar licenses in respect of the said KNOW-HOW of “**CDAC Online Exam Solution**” to any other person at its sole discretion. The Licensee shall have no right to interfere in the same and shall respect the rights of the Licensor in this regard.

2.1. License

In consideration of the grant of License to use the said KNOW-HOW of “CDAC Online Exam Solution”, for the use of the proprietary product developed by C-DAC. The terms of license are as follows. This agreement will have an **initial validity of two (2) years** from the effective date of signing.

Description	Details
Product	CDAC Online Exam Solution – License
Customization	At additional cost (case-by-case basis)
ToT Agreement Validity	2 years
License Duration	2 years from the agreement's effective date. Renewable for another 2 years on mutual consent. Applicable royalty fee for the extended period to be mutually agreed based on market trends and support requirements.
Status Report	Quarterly reports on number of exams conducted
Modifications/Improvements by Licensee	Subject to written approval from the Licensor (C-DAC)
License Type	Non-exclusive

2.2. ROYALTY

Licensee shall pay a royalty fee **on a per-candidate, per-exam basis** for the actual use of the “CDAC Online Exam Solution” in conducting CBT examinations to Licensor as per the below given details plus applicable taxes. Payments terms of royalty fees by Licensee shall be as listed in Section 5 of this agreement.

Product Code	Royalty Fee per Unit	GST
SOE-CHN-01	₹360 (Rupees three hundred and sixty) per candidate & per exam basis	As applicable

Note: This royalty fee may be subject to an increase of 10 to 20%, depending on the level of support and additional service to be provided by CDAC to the ToT partner towards exam conduction on case-to-case basis.

3. DURATION OF LICENSE

This license shall come into force on the EFFECTIVE DATE and subject to covenants and conditions herein contained, shall remain in force for a period of **two years** from the EFFECTIVE DATE, unless terminated earlier according to the provisions contained herein.

Upon the expiration of the license, the two parties shall evaluate and renew the license on mutually agreed terms and conditions in writing and signed by the parties for another two years. The applicable royalty fee for the extended period will be mutually agreed upon, considering prevailing market trends and the required level of technical support.

In case the license cannot be renewed, the **Licensee** shall stop conducting the exam using “**CDAC Online Exam Solution**” using the said KNOW-HOW immediately.

Upon the expiration of the License, Licensor may allow the Licensee to complete all the existing unfulfilled purchase orders, which had been informed to CDAC beforehand. (This will require Licensee to keep Licensor informed about all acquired Purchase orders on quarterly basis).

All obligations of the Parties shall be applicable for the duration of the license. All rights, intellectual property, processes, KNOW-HOW, improvements etc. obtained by the **Licensee** by virtue of this agreement shall stand withdrawn and the **Licensee** shall stop using any such rights/knowledge acquired immediately upon the expiration/termination of this agreement.

Licensee shall undertake to return all documents, records, artifacts acquired or generated by virtue of this agreement immediately upon the expiration of this agreement.

4. REPRESENTATIONS AND UNDERTAKINGS

The covenants/Representation/Undertaking contained in this clause shall survive the termination or the expiry of this license.

The **Licensee** undertakes the following.

4.1 That during the continuance of the License and otherwise it will observe and perform the covenants and conditions of this License diligently and faithfully and to the satisfaction of the **Licensor**.

4.2 That it will employ its best endeavor to work upon the said KNOW-HOW, and implementation of “**CDAC Online Exam Solution**” on a commercial scale within licensed territory at prices fixed by the **Licensee**.

4.3 That it shall fulfill and comply with all procedural, legal, operational requirements for the commercial implementation of the License.

4.4 That it shall report progress every three months to the **Licensor**, as to the number of articles implemented as a part of utilization of said KNOW-HOW

4.5 That it shall take the prior written permission of the **Licensor** for introduction of any modifications/improvement which the **Licensee** may consider essential while in the process of implementation of the article covered under this agreement.

4.6 That it shall, at all reasonable times, produce the books of accounts so maintained and all other relevant books of accounts, vouchers, documents, receipts and connected papers, if any, to the **Licensor**, its attorneys or duly authorized agent(s) and will permit the **Licensor**, its attorneys or duly authorized agent(s) to inspect the same, take copies of extracts there from and the **Licensee** shall give/provide full and complete information/figures/data as may be required by the **Licensor** for determination of the amount of royalties payable hereunder as aforesaid.

4.7 That it shall permit the **Licensor**, its attorneys or duly authorized agent(s), at all convenient times to enter into any premises of the **Licensee** where any article implemented under this license for the purpose of inspecting the same and the manner of implementation thereof and generally to ascertain that the provisions of this license are being complied with.

4.8 That it shall, before the first day of April every year, deliver to the **Licensor**, its attorneys or duly authorized agent(s), a true and complete statement of **“CDAC Online Exam Solution”** implemented during the period of one year before the date. All such statements shall be duly certified by the auditor of the **Licensee**.

4.9 That it shall notify to the **Licensor** the change in address, if any, of its Registered Office within 15 days of such change and shall also notify the changes in the constitution of the **Licensee** within the aforesaid stipulated period.

4.10 That it shall not implement the **“CDAC Online Exam Solution”** (said KNOW-HOW) outside the country without the prior written consent of the **Licensor**.

4.11 That it shall not, at any time, disclose the said KNOW-HOW of **“CDAC Online Exam Solution”** to any third party or person, without prior written consent of the **Licensor** and shall take all precautions against any such disclosure.

4.12 That it shall not assign, transfer, encumber, mortgage, charge of sub-license or part with possession of the said KNOW-HOW of **“CDAC Online Exam Solution”**, wholly or partially, without the prior written consent of the **Licensor**.

4.13 That it shall not, at any time, deny or dispute the legality, validity or enforceability of the terms and conditions of this license or any of its obligations.

4.14 That it shall not, at any time, claim any independent, exclusive or any other right to the said KNOW-HOW of **“CDAC Online Exam Solution”**.

4.15 That it shall not, in its own name or in the name of any third party, file any IPR/patent application for the grant of patent of the KNOW-HOW of **“CDAC Online Exam Solution”** or derivatives thereupon without prior written permission of the **Licensor**. The **Licensee** shall also not oppose at any time any IPR/patent application made by the **Licensor** either jointly or individually.

4.16 That it shall not, directly or indirectly and either by himself or by his agent(s), uses the said KNOW-HOW of **“CDAC Online Exam Solution”** in a manner other than in accordance with this agreement.

5. PAYMENT OBLIGATION

5.1. Royalty Fee During Agreement Validity

During the agreement's validity, the partner is authorized to utilize the *CDAC Online Exam Solution* for CBT examinations by paying a **royalty fee on a per-candidate, per-exam basis** as detailed below:

Product Code	Royalty Fee per Unit	GST
SOE-CHN-01	₹360 (Rupees three hundred and sixty) per candidate & per exam basis	As applicable

Note: This royalty fee may be subject to an increase of 10 to 20%, depending on the level of support and additional service to be provided by CDAC to the ToT partner towards exam conduction on case-to-case basis.

5.2. Royalty Fee Payment Schedule

Royalty fees for the use of the *CDAC Online Exam Solution* are to be paid in two stages:

Description	Payment Terms
Royalty Fee	Per candidate, per exam
Stage 1	40 % of the royalty amount to be paid in advance before the commencement of each exam
Stage 2	Remaining 40 % to be paid within 30 days after the exam is conducted
Stage 3	Remaining 20 % to be paid within 30 days after the completion of scope of work
Taxes	As applicable

5.3 Unless specified otherwise, all payments exclude the statutory payments such as levies, taxes, duties etc., which shall be borne and payable additionally by the **Licensee**.

6. TERMINATION

6.1. Right to Terminate

The **Licensor**, without prejudice to its other rights and remedies, shall have the right to terminate the license agreement by one-month notice in writing to the **Licensee** under the following conditions.

6.1.1 If the **Licensee** fails to take the documentation within one month of notification calling for the **Licensee** to collect the same from **Licensor**.

6.1.2 If the **Licensee** fails to implement the solution/technology according to the said KNOW-HOW within a period of 18 months from the EFFECTIVE DATE of this agreement. In the event, the **Licensee** being unable to set-up utilize the solution/technology within stipulated period, viz. 18 months, due to unavoidable circumstances and causes beyond its control, the **Licensee** shall make a request in writing for extension of this period before the expiry explaining the details thereof. While this request will be examined and considered by the **Licensor**, the decision of the **Licensor** in this regard shall be final and binding on the **Licensee**.

6.1.3 If the **Licensee** suspends or discontinues implement according to the said KNOW-HOW for a period exceeding three months, provided such suspension or discontinuance is not due to recognized Force Majeure and causes beyond the control of the **Licensee**. The **licensee** may make a request to **Licensor** in writing for further extension of this period explaining the justifications therefore. Such a request if made three months after discontinuing the productions shall not be honored by the **Licensor**. While this request will be considered by the **Licensor**, the decision of the **Licensor** in this regard shall be final and binding on the **Licensee**.

6.1.4 If the **Licensee** transfers its business, or takes any partner in its said business relating to implement of articles covered under the agreement or if the business of the **Licensee** changes hands or if the **Licensee** is adjudged insolvent or have a receiving order or other order under an Insolvency Act made against the **Licensee** or if the **Licensee** enters into any arrangement or composition with its creditors.

6.1.5 If the **Licensee** violates any conditions of this agreement.

6.1.6 If the **Licensee** fails to pay any of the due amounts.

Parties, without prejudice to its other rights and remedies, shall have the right to terminate the license agreement by three-month notice in writing to the other.

6.2. Effect of Termination

Upon termination of this agreement, for whatever cause, the **Licensee** or its assignees shall not implement the solution/technology covered under this agreement.

Licensee shall not utilize the KNOW-HOW, processes, improvements, articles or any intellectual property of the **Licensor** or any trade secrets of the **Licensor** to implement the article and the **Licensee** shall immediately return with the **Licensor** the original and all copies of documentation, processes, KNOW-HOW, improvements, articles or any other intellectual property of the **Licensor** or any trade secret of the **Licensor**.

Licensee shall immediately pay to **Licensor** all payments pending or due under this agreement.

7. INTELLECTUAL PROPERTY RIGHTS (IPR)

The processes, KNOW-HOW, improvements, any trade secret, confidential information and any right analogous to those set forth herein of the Licensor shall be the intellectual property of the Licensor and the IPR in/of such intellectual property shall remain owned by Licensor exclusively. Licensee shall not have any right on the intellectual property of the **Licensor**.

Licensee shall not have any right on the improvements/changes/alterations/innovations made by them (Licensor) under this agreement. The same shall stand assigned in the name of C-DAC and remain with the Licensor exclusively. Licensee shall sign and execute any and all required/requested documents/applications/deeds/power of attorney/affidavits etc. for the protection of intellectual property in the name of C-DAC.

8. NON-LIABILITY

The Licensor shall not be held responsible or liable for any malpractice occurring at any stage of the examination process, whether involving the Licensee or its customers. The Licensor will, however, provide documentation and presentations detailing both known and potential threats.

9. CONFIDENTIALITY

Licensee agrees to maintain strict confidentiality in all the inputs received from **Licensor** as per this agreement. **Licensee** undertakes this responsibility to not disclose such input to any other organization or to any other third person. **Licensee** assures and confirms that it shall obtain necessary undertaking from their employees/customers/contractors of maintaining confidentiality during and after the currency of this agreement. This confidentiality obligation shall survive expiry or termination of this agreement.

10. LIMITATION OF WARRANTIES AND LIABILITY

10.1 **Licensee** warrants that it has the right to enter into this Agreement and authority to perform all obligations herein undertaken.

10.2 **Licensee** warrants that any data, information and materials furnished by **Licensee** to **Licensor** do not infringe any rights of any other third party.

10.3 **Licensor** disclaims any and all promises, representations and warranties except as expressly set forth in this Agreement.

10.4 Notwithstanding anything contained herein, the **Licensor** shall not be liable to the **Licensee**, its customers or any other person for any direct or indirect, incidental or non-incidental, special, exemplary or consequential damages, or any claims or demands brought against **Licensee**, even if **Licensor** has been advised of the possibility of such damages, including without limitation, any costs, expenses or liabilities incurred as a result of lost income including but not limited to loss of actual /anticipated / expected profits /gains / opportunities/ business/ revenues/ customers/ reputation/ goodwill etc.

11. INDEMNITY

Licensee shall keep the **Licensor**, its affiliates, shareholders, officers, directors, employees, agents, representatives and customers saved and indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to attorneys' fees, expenses towards travel, transportation, manpower, accommodation, litigation etc) arising out of any claim, suit, action, proceeding etc., for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising there from such as :

- a. any act or omission, non-performance, willful misconduct, negligence or non-observance by **Licensee** or its employees/personnel of any provision of this Agreement and/or arising from **Licensee's** failure to comply with any law, regulation, enactment.
- b. breach of the representations and warranties contained in this Agreement by **Licensee**;
- c. Negligence or other tortious conduct by **Licensee** or its authorized agents or representations or statements not specifically authorized herein or otherwise in writing.

12. ADVERTISEMENT AND PUBLICITY

Unless specified in this agreement, the **Licensee** shall not use, display, print, circulate and distribute brochures, leaflets, letterheads, visiting cards, or any other print/distribution material etc. physical or electronic, mentioning logos, trade names/marks, product names, association etc. of the **Licensor** without the written permission of the **Licensor** and as per the provisions of this agreement. No publicity of any kind except required by law, statute or government will be made of this agreement by the **Licensee** without prior written permission of the **Licensor**.

13. WAIVER

Any indulgence shown by the **Licensor** to the **Licensee** in any manner shall not constitute waiver of its rights and remedies against the **Licensee**. The waiver, if any, by the **Licensor**, of any right of **Licensor** or any breach by the **Licensee** of any term, the condition or obligation of this license shall not in any event be constructed as a waiver of any subsequent rights or remedy or breach as the case may be or of any other right or remedy or breach of the same or different nature.

14. NON-ASSIGNMENT

Neither Party shall assign or otherwise transfer this agreement or any part thereof without the other Party's written consent thereupon.

15. NOTICES

All notices required to be served on the **Licensee** under the terms of this license shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the **Licensee** at his last known address of business or the address given in this agreement. Similarly, any notice to be given to the **Licensor** shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the **Licensor** at its address given in this agreement.

16. AMENDMENT

This agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and be binding unless such amendment is recorded in writing and signed by the representatives of both the parties.

17. NON-SOLICITATION

Licensee shall ensure that during the subsistence and one year thereafter of this Agreement, they will not solicit each other's clients/customers and employees.

18. SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of this agreement which will continue to be valid and enforceable to the fullest extent permitted by any law.

19. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure on their part in performing any of their obligations under this agreement, resulting from any cause beyond their obligations under this agreement, resulting from any cause beyond their control including, but not limited to strikes/lock-outs, fires, floods, earthquakes, explosions, riots, epidemics, pandemics, judicial pronouncements in rem, acts of God, acts of Governments, war, enemy action or political changes etc.

This clause shall not be applicable to the payment terms and the payment that has become due.

20. ARBITRATION

In the event of a dispute or a difference of any nature whatsoever between the parties during the course of performance of respective obligations arising out of this Agreement, the parties agree to refer the matter to their respective Heads of the organization to resolve the disputes keeping in view the best interest of the Parties and with the spirit of performance of this Agreement.

If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) clear days, dispute shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises OM No. DPE OM 05/0003/2019-FTS-10937 dated 14th December, 2022 and No. 334774/DoLA/AMRD/2019 Dated the 31st March, 2020 issued by Government of India, Ministry of Law & Justice Department of Legal Affairs as amended from time to time and/or further extant directions of Department of Public Enterprises (DPE) in such regards. The decision of AMRCD/AMRD on the said dispute shall be binding on both the parties. The venue and seat of the AMRCD/AMRD proceedings shall be New Delhi.

If at the time of occurrence of dispute, the mandate of Arbitration through AMRCD/AMRD is not in existence or not applicable to the dispute or to the parties, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated

by reference in this clause. The place/seat of the arbitration shall be New Delhi, India. The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The expenses incurred by each party in connection with the preparation, presentation etc. of the case before Tribunal shall be borne by each party.

21. JURISDICTION

Subject to the provisions of Arbitration, Parties to this Agreement hereby declare that the Courts in Chennai alone are competent to entertain, try and decide/deal with disputes, if any, arising out of/incidental to this Agreement.

22. COMMUNICATION

Each Party shall nominate its representative who shall be the single point of contact on behalf of the party. Each party is free to change or reappoint such a representative with a notice to the other party.

Any notice, request, demand, approval, consent or other communication shall be in writing and given by personal delivery or sent by registered post or by fax/email addressed to such representative of the party as here in under:

Licensor	Licensee
<<Name of the Person>>	
<<Designation>>	
<<Address>>	
<<Email ID>>	
<<Phone Number>>	

23. ENTIRE AGREEMENT

Each Party acknowledges that it has read this agreement, understood it, and agreed to be bound by its terms and conditions and further agrees that this is the complete and exclusive statement of the agreement between the parties and this supersedes any previous agreement, written or otherwise, in regard to the provisions of this agreement.

24. HEADINGS

Headings of sections in this agreement are inserted only for convenience and are not to be used to define, limit or construct the scope of any term or provision of this agreement.

25. SEAL OF PARTIES

In witness whereof, the duly authorized representatives of the parties have signed this agreement, in duplicate constituting both copies original, at the place and on the day written herein under.

For and on behalf of **Licensor**

Name :
Designation :
Place :
Date :
In presence of :

For and on behalf of **Licensee**

Name :
Designation :
Place :
Date :
In presence of :

Technical Details of the Products available for ToT

CDAC Online Exam Solution

Brief Description

The Online Examination Software System is a technology-driven solution designed to streamline all aspects of Computer Based Tests (CBT). It addresses common challenges associated with CBTs, ensuring a secure, efficient, and reliable testing experience. This end-to-end solution supports all essential functional and operational requirements for conducting secure Computer Based Test (CBT), including website, candidate's online registration along with integrated payment module, exam centre allocation to candidates, admit card generation, biometric registration, question paper generation, exam pattern configuration with question bank, daily exam schedule, objective question sections, secure paperless exam delivery, question challenge portal, Exam Analytics, Central Management Server, Live exam dashboard, BOSS PXE Server appliance and secure client Operating System, Result Processing System. The software is well-suited for administering online examinations across multiple locations on a PAN-India basis.

Major Modules

The overall solution is broadly categorized into Four main stages:

- i. **Pre-Exam**
- ii. **Exam Readiness**
- iii. **Main Exam**
- iv. **Post-Exam**

i. Pre-Exam

This stage covers all preparatory activities required for organizing a CBT. Key modules include Website, Candidate registration portal with integrated payment gateway, Question Bank Management software, Question Paper Generation Software based on blueprint, Pre-Exam portal, Account reconciliation of registration with Banks, exam city / centre allocation to candidates, admit card generation, dispatch of Admit Cards through email , SMS alerts, Pre-exam analytics.

ii. Exam Readiness

This stage involves operational planning and setup at the exam venue. It includes modules for authenticating exam servers at each location through the admin portal, downloading the candidate registration data, accessing the exam conduction portal, and performing biometric registration before initiating the exam process.

iii. Main Exam

The Main Exam stage encompasses all components required for securely conducting the examination and monitoring it in real time. This includes PXE-based secure booting of the exam system environment and the core examination software including real-time Dashboard to monitor the exam across India, which features candidate logins, assigning randomized seating numbers, downloading/activating question papers, live exam analytics. The system ensures secure capture of candidate responses and their transmission to a central management server, supporting a seamless and controlled examination process.

iv. Post-Exam

This stage includes all functionalities essential for result processing, post-exam analytics and activities of further stages / phases. At the conclusion of each exam batch, candidate response data from the exam venues is securely synchronized and uploaded to the central exam servers in encrypted format. This data is then utilized for result processing and publication.

Detailed Solution Modules

The detailed solution components in each stage of the exam is as below:

1. Pre-exam Solutions

1.1. Question Paper Management System

- 1.1.1. Question Bank Management System
- 1.1.2. Question Paper Generation Software
- 1.1.3. Encrypted Question paper Generator

1.2. Candidate Registration System

- 1.2.1. Registration Portal with photo capture, integrated with payment gateway
- 1.2.2. Payment reconciliation System

1.3. Exam Planning system

- 1.3.1. Exam Venue Management process
- 1.3.2. Exam Venue Auditing process
- 1.3.3. Candidate Allocation System
- 1.3.4. Candidate admit card Generator and Issuance system

1.4. Pre-exam Analytics System with Dashboard

2. Main Exam Solutions

(a) On-prem Exam System

1. Biometric based candidate registration/attendance system
2. CI Exam Management System
3. Exam Conduction server with backup

(b) Secure Exam Environment System

1. Secure PXE appliance
2. Secure PXE client
3. Exam logging system
4. Inbuilt Monitoring & Alerting system

(c) Central Management System

1. Exam Timetable Management system
2. Question paper & Decryption Key Distribution system
3. Real-time Exam monitoring Portal

(d) AI based Analytics System

1. Central Real-time Exam Analytics system
2. Alerting and Notification Dashboard
3. SMS alerts to CI and Observer

3. Post-Exam Solutions

(e) Result Processing system

1. Central Response Management System
2. Raw Result Generator system

(f) Question Paper - Objection Management System

(g) Result Review System

(h) AI based Result Analytics system

4. Solution Overview

4.1. Candidate Registration Portal

This component/module will be used by the candidates/applicants to register for competitive examinations. This component shall be built modular. It can be used by any organization with minimal changes. This component will have the following features;

1. Basic details of the candidates
2. Educational qualification
3. Automatically list the post depending on qualification criteria
4. Choice of examination city based on preference list
5. Candidate registration monitoring dashboard
6. Payment gateway and reconciliation system.

4.2. Exam Process :

At Exam Centre - CI's - login

4.2.1. Venue wise Exam Server Admin Login -

- The exam setup has three servers - PXE appliance, Primary and Secondary exam servers. The Chief Invigilator (CI) will be responsible for configuring the IP address, and authenticating with the Central Management Server, while all other settings will be handled through automated scripts.
- Server access at each exam venue will be restricted to the exam CI, who will log in using their credentials.
- The CI must retrieve the data required for biometric registration and exam management from the central server before the scheduled start time of the examination.
- Encrypted question papers (QPs) must be pulled from the central server by the CI 30 minutes prior to the start of the examination.

4.2.2. Biometric registration

- Biometric registration of candidates is carried out at the examination venue typically two hours before the start of the exam.
- During registration, the system captures the candidate's biometric data and photograph before they enter the examination lab or hall.
- The biometric registration system will also display randomly assigned seat numbers to candidates within their designated labs.

4.2.3. Question Paper Download / Activation

- Question Paper will be uploaded on the Central Management Server(CMS) with restricted logins. Question Paper is transferred from CMS to the respective venues over SSL.
- At the venue, the QP is downloaded and activated approximately 30 minutes before the scheduled exam start time for each batch.
- Question Paper encrypted (AES 256 bit) with a unique 16 digit key is set for every QP.

- One pair of key will be transferred from the Central Server and another pair of key will be entered by the Client in each center.
- Encrypted question content and related images would be downloaded in the exam server.
- Once the QP is activated, CI shall initiate the start exam button. The candidates can take the exam at the scheduled time.

4.3. Main Exam Process

In the main exam process, the following activities are available in the candidate's exam page and venue wise exam servers.

1. CI Login
2. Candidate Login
3. Read the exam instructions
4. Start the main exam
5. Batch wise closure
6. Day wise closure
7. After uploading the biometric data the alert should be provided to the local admin and Central server for any mismatch in biometric and actual candidates writing the exam.

Brief explanation about the above activities:

- Finalized PXE server serial numbers shall be uploaded in the Central Exam Server.
- Only authorized venue wise PXE servers will get authenticated based on the login credentials and serial number mapped with the respective venue's data & exam
- Candidates can access the exam with an in-memory Secure OS, bundled only with a web browser. Access to other applications on the PC is restricted as the PC's are booted over the network and the exam solution runs on the RAM.
- Candidate login has dual authentication i.e. CI logs in before the candidate Login is done.
- Candidates can login to the exam module, 15 minutes before the actual exam but will be able to read only the instructions.
- Candidate Instructions are available in Bilingual language.
- Candidates shall not access/see the questions until the actual exam start time and QP activation for that batch is completed.
- The software system enables the CI to effectively manage and address all issues that may arise during the conduct of the exam.

- Detailed audit trails of candidates are available including the Login, Logout, Navigations, Tagging and Responses.
- The system provides a preview of all questions, with navigation options through a palette. Attempted, unattempted, and tagged questions are visually distinguished using different colors in the palette for easy identification
- Questions and answer options are shuffled randomly for each candidate.
- At the end of every slot, the data shall be synchronized to the central exam server and the data in the venue wise exam servers will be cleared.
- Candidate data will be synchronized with the central exam server. Logs are generated within the log folder and subsequently synced to the central server.

4.4. Post Exam Process

In the post exam process, the following activities have been incorporated in venue wise exam servers and central exam servers.

- Synchronization of data from venue wise exam server to central exam server
- At the end of each exam slot, the candidate's responses are encrypted and will be automatically uploaded from the exam venues to the central server. These responses will be available for client access by the end of each exam day.
- Candidate response data from each venue will be consolidated at the central exam server. Based on this consolidation, the system will calculate the attendance count for each venue.