

Sold To: P. M. Register Dr. B. R. Ambeditat Open GRUHAKALPA APHB NAMPALLY, HYD.

For whom The Register Dr. B. R. Ambedity, Hyd.

Cell: 9247752469

ASHRAF SULTANA

MEMORANDUM OF UNDERSTANDING

The MOU is entered on 22 August, 2012 by & between: The Mor ser and are

The Registrar, Dr.B.R.Ambedkar Open University, Road No.46, Jubilee Hillsy Byderabad - 500 033 represented by Prof.C. Venkataiah (hereinanter referred to as first part)

The Managing Director, M/s. Hitech Print Systems Ltd., Anjani Cement Centre, Plot No.7&8, Door No.8+2-248/1/7, Nagarjuna Hills, Main Road, Punjagutta, Hyderabad-500 082 represented by 5: V 5: 5HETTY, Directol (hereinafter referred to as. second part)

- 1. Whereas the first part has offered the second part to supply the printed marks memos on as per the terms indented.
- 2. Whereas the second part has agreed to print, pack and transport for the use of first part at the approved lowest unit rates recorded in the MOU and to deliver the same to the first part or to his nominees in accordance with the terms and conditions recorded by
 - 3. Now whose present witness and parties hereto mutually agreed upon as follows to abide by the following terms/conditions, etc.

For Hitech Print Systems Limited

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Director -

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REGISTRAR UNIVERSITY JUBILEE HILLS, HYDERABAD, A.P.



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For whom The Registra Dr. B.R. Ambedlar Open GRUHAKALPA APHB NAMPALLY, HYD.

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- The second part shall execute the work correctly and neatly and to the a) satisfaction of first part duly maintaining utmost strict secrecy of the entire operation in all its various stages.
- That the second part shall supply the following printed Marks memos as b) indented at the lowest Unit rates mutually agreed upon as detailed below.

SL NO	ITEM OF WORK	DESCRIPTION & SPECIFICATIONS OF WORK	QUANTITY REQUIRED Approximate Quantity	UNIT RATE PER ONE SHEET OF A 4 SIZE AMOUNT [IN FIGURES & IN WORDS]
188	PRINTING OF MARKS MEMOS WITH 2 COLOUR (1+ Rainbow) with below features (MICRO PRINTING, VOID	A4 SIZE PAPER PRINTING ON 110 G.S.M. LUCKY PARCHMENT PAPER WITH	1.5 LAKH MEMOS	
GSW	PANTOGRAPH, OPAQUE TEXT, HIGH RESOLUTION BORDER, PRISMATIC PRINTING, PENETRATING NUMBERING,	VARIABLE DATA PROVIDED BY THE UNIVERSITY		Rs.0.50 Ps.
agent.	INVISIBLE INK PRINTING, BAR CODING OF MEMO NUMBER, NANO PRINTING REVERSE MICROLINE PRINTING)			

For Hitech Print Systems Lim



HYDERABAD, A.P.

Both the parties have agreed to the following terms and conditions:

- 1. The second part should neither have undertaken nor undertake any kind of work/contract with Regional Coordination Centre / Study Centre of first part in the State.
- 2. The second part should maintain confidentiality and integrity of the data.
- 3. The Marks Memos should be packed with thick polythene paper, and packed in Card Board boxes with labels displaying the contents of the items in detail i.e., Number of forms, size, Sl. No from ----- to -----
- 4. The Marks Memos should be supplied by the second part as per the samples approved by the first part without any kind of damage or of inferior quality. The paper will be got chemically tested from the concerned agency in case of any doubt.
- 5. The Marks Memos should be delivered by the second part at the O/o. the Controller of Examinations, Dr.B.R.Ambedkar Open University, A.P., Hyderabad or as ordered by the first part and the place of delivery, date and time will be communicated in the supply order which will be sent to the second part. All the items should be delivered through the Staff of the second part and transport at their own cost in closed containers.
- 6. (a) The Marks Memos indicated in order copy listed at serial numbers have to be supplied in full quantity as per the dates stipulated by the first part without fail.
 - (b) The Blank Marks Memos have to be printed without showing Month and Year.
- The UNIT RATES SHALL BE INCLUSIVE OF ALL KINDS OF TAXES i.e., 7. SALES TAX / VAT, TURNOVER TAX, SERVICE TAX, OTHER TAXES AND PACKING AND TRANSPORTATION CHARGES
 - 8. Qualification criteria:- Keeping in view of sensitiveness, complexity and volume of work involved, the following are prescribed as pre-requisite qualification criteria for the Hitech Print Systems Ltd. in undertaking the printing & supply of Marks Memos for the U.G II & III Year Examinations May 2012.
 - (i) Security: Second part in India shall be empanelled by the RBI and/or IBA as Security Printers are only eligible to participate in this tender.

(ii) Experience: Second part having experience in similar type of works (i.e.) in printing of Pass Certificates of the Boards / Universities with variable data only.

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- (iii) <u>Critical Equipment</u>: Second part shall have adequate sophisticated critical equipment for printing a minimum of 1.5 lakh Marks Memos with variable data for first part U.G Examinations held in May 2012 in Five (5) days from the day of handing over C.D containing variable data.
- (iv) <u>Skilled Personnel</u>: Second part shall have adequate number of skilled personnel and programmers and other manpower for execution of the works specified. They should indicate the names of the skilled persons who are going to handle this project.
- The following security features of Hi-tech pre-printed U.G II & III Year Marks memos must be followed:
 - i) Micro Printing ii) Opaque Text iii) Penetrating numbering iv) Invisible Ink Printing v) Bar coding of marks vi) Copy / Void Pantograph.
 - vii) Any other security features in addition to the above as suggested by the first part or suggested by the second part which are adoptable.
 - viii) The paper manufactured by 'A' grade Paper Mills such as ITC, Bhadrachalam / Ballarpur Industries Limited / Centurian Mills / West coast paper Mills etc should be used for printing certificates. They should also enclose a certificate mentioning name of the paper mill from which this 'A' grade paper is bought and use the same paper for printing the material supplied.
- 10. The variable data will be supplied in the form of Oracle / MS Access data base. The second part shall be able to process this data base to make it suitable for printing and to print the Marks Memos. The second part shall get sample Marks Memos printed with variable data approved by the first part / his nominee before actual printing is taken up.
- 11. The bills raised by the second part after supply of all the items to the first part will be paid through Account Payee Bankers Cheque /D.D. only in the name of the Second part. No advance payment will be made at any stage of the work. T.D.S (Tax deductions at source) & VAT if applicable will be deducted at the time of payment of the bill amount to the firm according to the I.T. Act, Service Tax and VAT rules.
- 12. If the second part breaches the contract in any span of time for the supply of items as ordered by the first part under any circumstances, the first part has the right to cancel the work order given to the second part and entrust the work to any other firm besides withholding payment in part or full as deems fit by the first part to the second part and keep it in the black list. If the first part get the work done through some other

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agency / firm and the loss if any suffered by the first part will be recovered from the second part.

- 13. This work is subject to provisions of Act. 25/97 of Govt. of A.P. and as such strict secrecy shall be maintained.
- 14. The second part shall strictly adhere to the time schedule of work fixed by the first part. Penalty will also be imposed @ Rs.5,000/- per day subject to a maximum of Rs.1,00,000/- for late supply of Marks memos and for causing dislocation in the schedule drawn, as the entire work is time bound in nature. If anything goes wrong in printing, suitable penalty as deemed fit by the first part will be imposed and that will be final. No arbitration will be allowed.
- 15. The first part will reject any inferior quality of Marks Memos which are not according to specifications in the MOU. In addition to that, the second part should supply the number of records proportionate to the printed record with variable data at free of cost to the extent, which are supplied in damaged condition or spoiled. Penalty will be imposed for any inferior quality of the paper or printing at the discretion of the first part. The rate fixed by the first part is final.
- 16. The penalty amount levied in the above cases i.e., under column Nos. 14 & 15 will be deducted at the time of making final payment to the second part towards the supply of Marks Memos.
- No payment will be made for wastage of stationery resulted in processing or printing of Marks Memos, wrong printing of Marks Memos(i.e omission of certain data) alignment, wrong cutting etc. The second part has to bear wastage. The first part will make payment for the Marks Memos supplied in good condition and printed correctly.
- 18. After supply of all types of U.G II & III Year Marks memos, the second part has to wipe out / delete the basic data from main frame under the supervision of the Controller of Examinations / his/her nominee Dr.B.R.Ambedkar Open University, Hyderabad to avoid misuse of data. The second part shall give declaration to that effect in writing duly signed by Managing Director.
- 19. The second part should not SUB-LET any part / item of work to other firms as the work is sensitive and most confidential in nature. It should complete on its own.
- All the disputes if any which may arise out of the transaction have to be settled in the Courts/High Court of Andhra Pradesh at Hyderabad only.

For Hitech Print Systems Limited 5 -

Director

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Dr. B.R. AMPEDIAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.

- The MOU is valid for printing of Marks memos of UG 2nd and 3rd year Examinations 21. held in May 2012.
- Any alterations in the terms & conditions mentioned above shall be done with the 22. mutual consent of both the parties.
- In the legal cases, if the court imposes any penalty on the first part as a compensation 23. to be given to a candidate, that amount should be paid by the second part immediately, in case the fault lies on the part of the second part while printing and supply of the said items. The second part is liable to pay the above compensation to court or as directed by the Court as and when the case arises within two years from the date of execution of this agreement.

REGISTRAR, Dr.B.R.Ambedkar Open University Hyderabad

Prof.C. Venkatajak TRAR

Dr. B.R. AMBEDKAR OPEN UNIVERSITY JUBILEE HILLS, HYDERABAD, A.P.

represented by its Registrar

The above terms & conditions are agreed upon by:

For Hitech Print Systems Limited

Director LINGSTEMS

Represented by its Managing Director

witness signatures

(N. Venkota Neegue) Diver (Academ) N. Bhoo

P.S. Lakshmi Sn Branch remager Hitch print systems Ltd;