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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
20 MAR 2013
9557 20 MAR 2013
Sl. No. Date Rs.
Sold To... A. Sudhakar & Lati. Sri A. Komaravathi
For Whom... Self

AW 247155
FAKRUDDIN FAHEEM
S.V.LIC. No. 16-07-054 of 2011
25-03-2011 to 31-12-2013
H.No. 4-1-1222, Bogulkunta, Abids,
Hyderabad. Cell: 9000499520

MEMORANDUM OF UNDERSTANDING

The MOU is entered on 15th April, 2013 by & between:

The Registrar, Dr.B.R.Ambedkar Open University, Road No.46, Jubilee Hills, Hyderabad – 500 033 represented by Prof.A.Sudhakar (hereinafter referred to as first party)

AND

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 S.V.S. SHETTY, DIRECTOR (hereinafter referred to as second party)

1. Whereas the first party has offered the second party to supply the printed marks memos as per the terms indented.
2. Whereas the second party has agreed to print, pack and transport for the use of first party at the approved lowest unit rates recorded in the MOU and to deliver the same to the first party or to his nominees in accordance with the terms and conditions recorded below.
3. Now whose present witness and parties hereto mutually agreed upon as follows to abide by the following terms/conditions, etc.
 - a) The second party shall execute the work correctly and neatly and to the satisfaction of first party duly maintaining utmost strict secrecy of the entire operation in all its various stages.

A. Sudhakar

Fakruddin Faheem

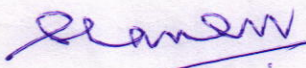
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Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.

- b) That the second party shall supply the printed Marks memos as per the Tender notification with variable data and also with 2D Bar Code as indented at the lowest Unit rates mutually agreed upon as detailed below.

SL NO.	DESCRIPTION & SPECIFICATIONS OF WORK	QUANTITY REQUIRED Approximately	UNIT RATE
1	Variable data printing on the pre-printed Marks Memos as per the Tender Notification with 2D Barcode.	57,000 (November-2012 UG Exams) 2.5 lakhs (May 2013 UG Exams)	Ps.50/- per memo with Variable data printing with 2D Bar Code.

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

1. The second party 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 party 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 -----(Sl.Nos. will be provided by the COE at the time of the printing).
4. The Marks Memos should be supplied by the second part as per the samples approved by the first party 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 party cat the O/o. the Controller of Examinations, Dr.B.R.Ambedkar Open University,A.P., Hyderabad or as ordered by the first party and the place of delivery, date and time will be communicated in the supply order which will be sent to the second party. All the items should be delivered through the Staff of the second party 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 party without fail.
(b) The Blank Marks Memos have to be printed without showing Month and Year.
7. The UNIT RATES SHALL BE INCLUSIVE OF ALL KINDS OF TAXES i.e., 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




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the Hitech Print Systems Ltd.in undertaking the printing & supply of Marks Memos for the U.G II & III Year Examinations held in November, 2012 & UG I,II & III year Examinations to be held in April/May-2013.

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

(iii) Critical Equipment: Second party shall have adequate sophisticated critical equipment for printing a minimum of 57,000 lakh Marks Memos with variable data for first party for U.G II & III year Examinations held in November - 2012 in Five (5) days from the day of handing over C.D containing variable data and about 2.5 lakh marks memos of UG I,II & III year Examinations to be held in April/May 2013 in ten (10) days.

(iv) Skilled Personnel: Second party 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.

9. The following security features of Hi-tech pre-printed U.G I, 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) 2D Bar Code
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 party shall get sample Marks Memos printed with variable data approved by the first party / his nominee before actual printing is taken up.

11. The bills raised by the second party after supply of all the items to the the first party will be paid through Account Payee Bankers Cheque /D.D. only in the name of the Second party. 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 party breaches the contract in any span of time for the supply of items as ordered by the under any circumstances, the first party has the right to cancel the work order given to the second party 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 party get the work done through some other agency / firm and the loss if any suffered by the first party will be recovered from the second party.
13. This work is subject to provision of Act. 25/97 of Govt. of A.P. and as such strict secrecy shall be maintained.
14. The second party shall strictly adhere to the time schedule of work fixed by the first party. 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 party will be imposed and that will be final. No arbitration will be allowed.
15. The first party will reject any inferior quality of Marks Memos and 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 party. 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 party towards the supply of Marks Memos.
17. 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 party has to bear wastage. The first party


Shanmugam

S. S. Rao
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JUBILEE HILLS, HYDERABAD, A.P.

will make payment for the Marks Memos supplied in good condition and printed correctly.

18. After supply of all types of U.G Marks memos, the second party has to wipe out / delete the basic data from main frame under the supervision of the Controller of Examinations / his/her nominee from Dr.B.R.Ambedkar Open University, Hyderabad to avoid misuse of data. The second party shall give declaration to that effect in writing duly signed by Managing Director.
19. The second party 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.
20. 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.
21. The MOU is valid for printing of Marks memos of UG 2nd and 3rd year Examinations held in November 2012 & UG 1st 2nd & 3rd year examinations to be held in May 2013.
22. Any alterations in the terms & conditions mentioned above shall be done with the mutual consent of both the parties.
23. In the legal cases, if the court imposes any penalty on the first part as a compensation to be given to a candidate, that amount should be paid by the second party immediately, in case the fault lies on the part of the second party while printing and supply of the said items. The second party 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.


The above terms & conditions are agreed upon by:



HI TECH PRINT SYSTEMS
LIMITED. 15/4/13

Represented by its Managing Director

S.V.S. SHETTY
DIRECTOR

Witnesses

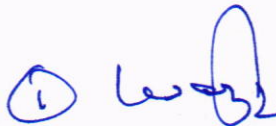

B. MANOHARANS Sr. DGM
Hitech Print Systems Limited.


REGISTRAR, 15-4-13
Dr.B.R.Ambedkar Open University
Hyderabad

represented by its Registrar
Prof.A.Sudhakar

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

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15/4/13
G.S. KURAM
COE, HYDRABAD