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Date: 16 AUG 2023, 12:19 PM
Purchased By:
DR. A.V.R. NARSIMHA REDDY
S/o A. RANGA REDDY
R/o HYD
For Whom
** SELF **

26/8/23 BA 270233

L SMITHA VARMA
LICENSED STAMP VENDOR
Lic. No. 15-10-008/2018
Ren.No. 15-10-078/2021
PLOT NO 527, AAA RESIDENCY
GUTTALA BEGUMPET
RAVINDRA SOCIETY KAVURI
HILLS SERILINGAMPALLY
RANGAREDDY DIST
Ph 9849504171

MEMORANDUM OF UNDERSTANDING FOR TRANSMISSION OF COURSE MATERIAL

This MoU is made and entered into at Hyderabad on this 26th day of August, 2023 at Hyderabad.

BETWEEN

President of India acting through Senior Superintendent of RMS, Hyderabad Sorting Division, Hyderabad -500 001, Department of Posts, under Ministry of Communication, Government of India, having its Headquarters at GPO building, Hyderabad - 500001.
(Herein after referred to as "DoP" which expression unless excluded by order or repugnant to the subject shall mean and include its successor in office and assigns) as First Party.

AND

Dr B.R.Ambedkar Open University acting through its Registrar, Dr.A.Venkatram Narsimha Reddy, having its Administrative Office at Road No 46, Jubilee Hills, Hyderabad-500 033.

(Herein after referred to as "Dr BRAOU" which expression unless excluded by order or repugnant to the subject shall mean and include its successor in office and assigns) as Second Party.


K. SANPHOSH NETHA IPS
Senior Superintendent RMS
Hyderabad Sorting Division
Hyderabad-500 001.


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

Now, in consideration of the principles set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. COMMENCEMENT AND DURATION OF AGREEMENT

This agreement shall take effect from and shall remain in force for a period of **ONE YEAR** from **26-08-2023 to 25-08-2024**, or till the currency of the job order including any extension of such job order whichever is later and beyond that is subject to renewal for further period on mutual consent by both the parties.

2. SCOPE OF MOU

This MoU is intended to recognize the general basis for a cooperative and collaborative working relationship between the Parties across India. And the purpose of this MoU is to book the articles along with wrapping of the parcels before booking. It will provide the following:

- a) Dr BRAOU intends to send around 1 Lakh Parcels (Study Material) to students every year and intimated that around 3000 parcels per day would be booked. Dr B. R. Ambedkar Open University requested for a dedicated facility to deal with their Parcels and packaging viz. wrapping of the parcels.
- b) DOP has setup a BPC (Business Post Centre) in the premises of Dr BRAOU to handle the parcel volume from Dr B. R. Ambedkar Open University and to provide wrapping of the parcels before booking

3. RIGHTS AND RESPONSIBILITIES OF Dr B. R. AMBEDKAR OPEN UNIVERSITY

Dr BRAOU informed that they are going to present around 1,00,000 to 1,50,000 volume of articles from last week of August for a period of three months. Further, informed that at an average 1000-1500 articles will be presented for booking on each day.

4. RIGHTS AND RESPONSIBILITIES OF DOP

- a) DOP has already set up a BPC (Business Post Unit) at the space provided by the Dr B. R. Ambedkar Open University in the premises of Dr B. R. Ambedkar Open University to book the business parcels with direct bag closing to all L-I Parcel Hubs with necessary infrastructure.
- b) DOP will provide wrapping of the parcels before booking.


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- c) DOP will set up a Corporate Customer cell to check the delivery status of all the articles booked and to contact the delivery offices / Divisions in case of undelivered articles.
- d) DOP will process all the mail of Dr B. R. Ambedkar Open University viz. Business Parcels, Speed Post Documents, Ordinary mail etc at BPC Dr BRAOU.
- e) DOP will provide barcode series of 150000 Nos to Dr B. R. Ambedkar Open University for printing the same on the Business Parcel provided by Dr B. R. Ambedkar Open University.
- f) DOP has to attempt 100% delivery of the study material to the students.
- g) DoP shall provide API integration of the movements / tracking of each article on daily basis till it is delivered either to the student or to the University and to continue the availability of tracking facility for 3 (three) months as already existing for the convenience of students.
- h) DOP shall maintain Man Power of their own.

5. TERM WORK AND SOLUTION

- a) Both the parties have agreed to abide by the instructions issued vide DOP Directorate OM No.10-23/2013-BD&MD, dated 24.01.2017 on rationalization discount structure of Speed Post and Business Parcel and revision of operational guidelines.
- b) Dr BRAOU hand over the Parcels along with addresses and Barcode label affixed on the parcels, at BPC, Dr BRAOU along with soft copy in the format prescribed by DOP.
- c) DOP wraps the parcels before booking.
- d) DOP books the parcels and process the parcels and dispatch them to their respective destinations.
- e) DOP will raise the Business Parcel charges bill by 7th of every month in respect of consignments booked by the sender in the preceding month. Dr. BRAOU shall pay the bill amount in full on or before last day of the month in which the bill is raised.
- f) Any payment due to Dr. BRAOU from DoP will not be adjusted against the bill.
- g) Dr BRAOU shall abide by all rules and orders etc. brought out by the Department from time to time on the subject.
- h) Any claim of Dr.BRAOU shall not be adjusted against amount payable to DoP.
- i) Any payment / claim due to Dr. BRAOU from DoP will be paid separately to avoid difficulty in billing.
- j) Dr BRAOU understands that Business Parcel is not an insured service unless expressly provided and liability of Business Parcel is limited to the provision of Post Office Act.


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- k) In case of any legal implications, the same shall be dealt in the jurisdiction of booking office only.

6. PENALTY

1. In case Dr B. R. Ambedkar Open University fails to make the payment by the due date, penalty at the rate of 12% per annum (to be calculated on a daily basis) on the amount of the bill shall be imposed from Bill Date.
2. If the DOP uses the Dr.B.R.Ambedkar Open University vehicle for transportation of study material parcels from Dr BRAOU Godown to BPC Dr BRAOU, then the DOP have to pay Rs.1,000/- (Rupees One Thousand only) per day.

7. COMMUNICATION BETWEEN THE PARTIES

All internal communications between the parties to this contract shall be done by way of physical mail and/or email on following addresses:

PARTY	PHYSICAL ADDRESS	e-Mail ADDRESS
For DOP	Senior Superintendent of RMS, Hyderabad Sorting Division Hyderabad-500 001	stgdivision@gmail.com hsdbdbranch@gmail.com
For Dr B. R. Ambedkar Open University	Registrar Dr B. R. Ambedkar Open University Road No 46, Jubilee Hills, Hyderabad -500 033	registrar@braou.ac.in

8. NON EXCLUSIVE AGREEMENT

This agreement is on non exclusive basis and the DOP shall be free to enter in to similar contracts/ agreements with any other party/s.

9. SEVERANCE

If any provision of this agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this agreement be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible to have the same commercial effect as the ineffective provision.


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10. EXIT CLAUSE

Both the parties can exit from the agreement with one month prior notice. However, the activities continuing/ running to be completed by both the parties before exit from the agreement.

11. NO WAIVER

No waiver of any provisions of this agreement or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and superseded all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.


13. FORCE MAJURE:

On arising of force majeure circumstances, the party affected by such circumstances, is to inform the other party in writing within 30 days of such occurrence. The notification shall contain the data on the character of the circumstances as well as if possible, evaluation of their influence on the possibility of execution of obligations under this MoU and a term of fulfillment of the MoU.

On the expiration of the above mentioned circumstances, the party is to notify the other party to this effect, in writing without delay. The notification shall contain the term during which the obligation under the MoU are supposed to be fulfilled.

14. ALTERATIONS AND AMENDMENTS

No modifications, amendment, Waiver, discharge or termination of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and duly signed by each of the parties.


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Senior Superintendent RMS
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15. DISPUTE RESOLUTION

In the event of any disputes, differences or claims arising between the parties in connection with this agreement or the construction or interpretation of any of the clauses hereof or anything done or omitted to be pursuant hereto, the parties shall first endeavor to amicably settle such disputes, differences or claims failing which the same be referred to the arbitration of a sole arbitrator jointly appointed by both the parties and the arbitration proceedings shall be conducted in accordance with the provisions of the arbitration and conciliation Act 1996 or any statutory modifications or enactments thereof. The seat of the arbitration shall be in Hyderabad, Telangana. The cost of the arbitration shall be borne equally by both the parties, the language of the arbitration shall be in English and the award shall be final binding on both the parties.

16. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by the Indian Laws and the Courts at Hyderabad, Telangana shall have exclusive jurisdiction over any dispute arising out of this MoU.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

FOR DOP


K. SANTOSH NETHA IPS
Senior Superintendent RMS
Hyderabad Sorting Division
Hyderabad-500 001.

Name: K. Santosh Netha
Designation: Sr. Supdt., of RMS
Date: 26-08-2023

FOR Dr. B R Ambedkar University


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

Name: Dr. A. Venkatram Narsimha Reddy
Designation: Registrar
Date: 26-08-2023

WITNESS 

Name: R. SATYANARAYANA
Designation: Incharge. BDC
Date: Dr BRAOU.
26-08-2023

WITNESS

Name: Gunti Ravinder
Designation: Professor of Political Science
Date: 21-09-2023