

ತಲ್ಲಿಗ್ ಐ तेलंगाना TELANGANA 3203 Date 23104/2021ನ್ನ 1001 Shravan Slo P. N. Jagadish HDFC Bank Ltd.

-11-16/L/3, Prashon Malakpet, Hyd-36. Ph. 9948

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered at Hyderabad, on this 23 day of APRIL, 2021, by and between: Commissionerate of Collegiate Education, Telangana (Government)having its office situated at 3rd Floor, Prof Jayashankar Vidya Bhavan, Nampally, Hyderabad-500001, (hereinafter referred to as "CCETS" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

HDFC BANK LIMITED, a Banking company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949, having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013 and represented through its branch situated at No 8/2/681 /1/A, Ground Floor, Zoom House, Road No 12, Banjara Hills, Hyderabad -500034 (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART;

The "Bank" and "CCETS" shall hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

HDFC Bank is engaged in the business of Banking.

CCETS is a department of Government of Telangana and is engaged in the service of Collegiate Education.

CCETS has rolled out a project in the field of information technology for digitizing various processes in its various departments/sections basis which the Citizens can avail various digitized services from the Government such as Online system of admissions including online fee collection

AND WHEREAS, HDFC Bank has its presence in the banking and financial industry since more than two decadesand has come forward to facilitate in identifying some of the Service providers /Technology Partners engaged in the business of development of software technology, which will help CCETS to avail various facilities from the said technology service providers for online fee collection purpose..

AND WHEREAS, considering that the digital initiative of the CCETSwhich will inter-alia benefit the Bank's customers also, the Bank has agreed to provide necessary facilitation to the CCETSin pursuance of this MoU.

AND WHEREAS, to record the aforesaid understanding, the Parties agreed to execute this MoU on the terms and conditions more particularly mentioned in

NOW THIS MOU WITNESSETH AND IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

TERM

The MoU shall be effective from 01Feb 2021and shall unless terminated in pursuance of clause 8, shall remain valid and in force.

SCOPE OF THE MOU& ROLES AND RESPONSIBILITIES OF THE PARTIES:

2.1. The Bank Shall provide the service of (Free Of Cost) Q fix which is a user friendly Web and Mobile based school / college management software and ERP system focusing on next generation smart education ERP solution. It offers a single platform for educational institutes to connect with students & parents and facilitate online fees collection, communication management (notices, alerts, circulars, events, performance report, timetable, holidays etc.), online admissions and others. The Bank will also help in training the staff in use of Qfix.

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- 2.2. The Bank has also agreed to facilitate CCETS in identifying the Service providers /Technology Partners who are engaged in the Business of development of software technology or the software application for various purposes which will help CCETS to avail various facilities from the said technology service providers for the purpose of its business.
 - 2.3. Also, the Bank shall facilitate, CCETS by providing the necessary banking facilities which shall include but are not limited to offer of Payment Gateway, Cash Management solutions, provision of General banking facility including opening of various accounts, acting as preferred banker of the Commissionerate of Collegiate EducationEntity as may be mutually agreed between the Parties.

Responsibilities of CCETS: 3.

- a. Shall nominate a SPOC at O/o CCETS for coordinating with the bank.
- a. Shall direct all Government Degree Colleges (GDCs) working under its purview to nominate POC at the College level who shall contact and coordinate with Bank
- b. Shall direct the GDCs working under its purview to register in Qfix with official college email ID, which shall be used for all further communications with Bank.
- c. Shall direct the GDCs working under its purview, to upload students' data from their respective colleges into Qfix.
- d. Nominate its staff for training on Ofix (as per the interest of CCETS) and provide logistics and other facilities for training to the staff of GDCs, wherever required.
- e. Shall direct GDCs to inform fee payment dates (admission and examinations) at least 2-3days ahead of the actual line and also provide time to time intimations about late fee to the Bank.

Responsibilities of Bank:

- a. Shall open a savings bank account for all Government Degree Colleges as per the PAN submitted by them.
- b. Shall give Ofix access to all GDCs in the state.
- c. Shall provide on-board and usage training to all GDCs as and when requested for the same by CCETS.
- d. Shall provide technical assistance on day-to-day basis as and when required.
- e. Shall provide one Master admin login to CCETS
- f. Further, shall offer salary accounts to interested staff of CCETS, and shall offer zero balance savings account for interested students pursuing under graduation studies.

CONSIDERATION

The Parties agree to execute this MoU for mutual beneficial relationship.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE PARTIES:

- (A) Each of the Parties represents and warrants to the other as under:
 - It is duly organized, validly existing and in good standing, under the laws of the jurisdiction of its incorporation;
 - (b) It has all the requisite power and authority to execute, deliver and perform its obligations under these presents and to comply with the terms and conditions contained herein;
 - (c) These presents have been validly executed and delivered and constitute a legal, valid and binding obligation of such Party.
- (B) Commissionerate of Collegiate Educationagrees that, the Bank shall not be held responsible or liable nor Bank shall indemnify for any acts, deeds or things on part of the Service Provider for any software or solutions that shall be provided by the Service Provider to Commissionerate of Collegiate Educationwhose appointment is being facilitated by the Bank in pursuance of this MoU.

7. CONFIDENTIALITY

- 7.1. This clause shall survive the termination or expiry of the MoU.
- 7.2. Both Parties hereto shall protect all confidential information of the other Party which is in their possession or which may come during the course of MoU.
- 7.3. The Confidential Information shall not include following information:
 - (a) If the Recipient can show that the Confidential Information received from the Disclosing Party is or has become generally available to the public through no violation of the terms of this MoU;
 - (b) if such Confidential Information is in a written record in the Recipient's files prior to receipt from the Disclosing Party, subject to the Recipient having legally obtained such Confidential Information;
 - (c) if the Recipient at any time lawfully obtains such Confidential Information in writing from a third party under circumstances permitting its disclosure except where such disclosure is made under obligations of secrecy or confidentiality; or
 - (d) if such Confidential Information is disclosed with the prior written consent of the Disclosing Party, provided that any disclosure complies in all respects with the terms of such written consent.

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8. TERM AND TERMINATION

- Subject to clause 1, CCETSshall be entitled to terminate the MoU for convenience upon 30 days' notice in writing being served on the Bank whereas, the Bank shall be 8.1. entitled to terminate the MoU for convenience at any time, by serving a notice of 30 days' in writing on CCETS.
- The expiry or termination of this MoU shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or 8.2. termination.
- Upon termination of the MoU, the Bank shall cease to provide the Services contemplated in the MoU and Commissionerate of Collegiate Educationis free to avail the services from any other Service Provider who can provide these services. 8.3.

INDEMNITY: 9.

- a. CCETS agrees to indemnify the Bank, for any loss or liability or any cost or expenses that may be incurred by the Bank on account of breach of any representation or warranties on part of CCETS or breach of any applicable laws on part of CCETS or any loss or liability that may be incurred by the Bank attributable to the gross negligence or willful misconduct on part of CCETS or any third party liability incurred by the Bank attributable to the acts, deeds or things on part of the CCETS
- b. Bank agrees to indemnify the CCETS, for any loss or liability or any cost or expenses that may be incurred by the CCETS on account of breach of any representation or warranties on part of the Bank or breach of any applicable laws on part of Bankor any loss or liability that may be incurred by the CCETS attributable to the gross negligence or willful misconduct on part of Bank or any third party liability incurred by the CCETS attributable to the acts, deeds or things on part of the Bank.

10. DISCLAIMERS:

- > Without prejudice to any other provisions of this Agreement, the Bank shall not be liable to the Commissionerate of Collegiate Education for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with the Services and/or this Agreement, including any loss or
 - (a) Any interruption or stoppage in the work performed by the Bank. (b) Any inaccurate or faulty message received by the Bank in course of

processing of a Transaction;

The Bank does not represent that the services to be provided by the Bank will be provided uninterrupted, or that it will be free from errors. Provided that the Bank will make an endeavour to take all the necessary precautions to ensure that, there are no errors on part of the Bank while rendering the Services.

11. NOTICES

11.1. All notices, approvals, instructions, demand and other communication given or made under this MoU shall be in writing and may, be given by facsimile, electronic mail, personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its address or email set out below (or such other address or email as the addressee has by 5 (Five) calendar days' prior written notice specified to the other Party):

CCETS: Dr. G. Yadagiri

Attn.: Regional Joint Director

Address: O/o Commissionerate of Collegiate Education, Nampally, Hyderabad

Email: commissioner.tgce@gmail.com

Bank: HDFC Bank Ltd

Attn.: Mr. Shravan Kumar – State Head – Govt. & Institutional Business

Address: HDFC Bank Ltd, 8th Floor , Roxanna Palladium, , Road No 1, Banjara Hills ,

Hyderabad -500034

Email: shravan.kumar@hdfcbank.com

11.2. Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail, 5 (Five) calendar days after posting; (ii) if given by personal delivery at the time of delivery; and (iii) if given or made by email, upon receipt of an email delivery report confirming receipt by the other Party. Provided that email shall be immediately on the same day followed by a copy of the notice by a reputable overnight courier.

12. GOVERNING LAW, JURISDICTION AND ARBITRATION

This MoU shall be governed by, and construed in accordance with, the laws of India. The Parties agree that if the process of the courts is required to be invoked for enforcement of provisions of this MoU, including for seeking of any interim relief prior, during or after invocation of this Clause, then the competent courts in Hyderabad, India shall have exclusive jurisdiction to adjudicate any dispute or difference by and between the Parties.

13. RELATIONSHIP OF PARTIES

This MoU is being entered into on a principal to principal basis and nothing contained in this MoU shall be deemed to create any partnership, agency, employment and/ or joint venture of/ with the other Party or the representatives of the other Party. Both Parties agree that it will not represent that it is an agent of the other Party nor hold itself out as such.

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COUNTERPARTS 14.

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AMENDMENTS 15.

All amendments or supplements to the terms of this MoU can be made only in writing duly signed by each Party.

16. EXECUTION OF PRODUCT SPECIFIC TERMS AND CONDITIONS AND AGREEMENT BY THE

Commissionerate of Collegiate Educationand the Bank agrees that, this MoU is broad framework arrangement between the Parties and the MoU shall be subject to DEPARTMENT: Application form or the Terms and Conditions or other Agreement as may be specified by the Bank for availing the specific Banking Product/Services which the Commissionerate of Collegiate Educationagrees to execute with the Bank. Also in case of conflict between the provisions of the MoU and product specific terms and conditions or the Agreement, the product specific terms and conditions or Agreement

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

| IN WITHLESS first hereinabove with | Bank |
|--|---|
| day and year first hereinabove witten | Name Of the Bank Officers: |
| tution | Name Of the Bank Officers: |
| the rized Officials: | 120 |
| Name of the Authorized Officials : | Mr. Vishal Bhatia Zonal Head – Govt. & Institutional Business - |
| Dr. G. Yadagiri | Zonal Head - Govi. & India |
| Dr. G. Yadagiri | South |
| 400_ | $ y\rangle ^2$ |
| | Mr. Badri Vishal Circle Head – Retail Branch Banking |
| | circle Head - Retail Branch |
| tation | Circle 1100 |
| Designation: Department of Collegiate Education, Department of Tolangana | Name of the Bank : HDFC Bank Ltd |
| Department of Const | Name Of the Processes |
| Govt. Of Telangana | In the presence i- |
| | John J. |
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COMMISSIONERATE OF COLLEGIATE EDUCATION GOVERNMENT OF TELANGANA

Present: Sri. Navin Mittal, IAS

CIRCULAR

Sub:

Collegiate Education –Govt. Degree Colleges – Maintenance of Accounting System - Concurrent Accounting & Auditing of GDCs for the FY 2020-21 to 2023-24 – Certain Guidelines Issued – Reg.

The Government Degree Colleges are funded by the State/Central Government budget/funds under various schemes apart from internal generation of funds to meet certain expenditures to provide basic amenities to the students like Laboratory, Library needs, Maintenance works and approved Civil Works etc. The financial transactions and the accounts at college level are to be maintained transparently, appropriately, promptly and also regularly.

In order to standardize the process of accounting and auditing by an external audit on a regular basis, to improve the transparency in financial aspects of the Colleges and better track the utilization of the funds, the Commissioner of Collegiate Education, has appointed 12 CA Firms based on tenders, as College level auditor for Concurrent Accounting and Audit of the Colleges mentioned in each cluster. These team of auditors will assist in the accounting and audit of all the colleges and audit the annual financial statements. These Audit Firms will provide services in accordance with the Terms of Reference in the RFP (Request for Proposal) floated for selection. The college level CA firm will perform Concurrent Accounting & Audit for these colleges. Such College Level Auditor shall perform all the roles, including preparation of monthly, quarterly MIS reports.

The total audit period will be for four (4) financial years Viz, 2020-21, 2021-2022, 2022- 2023 and 2023-24. For the first year, the role of the College level auditor will be limited to finalization of the books for the year ending March, 2021.

Further, to coordinate the entire audit process for all GDCs and to provide guidance and monitor the functioning of all these college auditors, CCE has also appointed a Central Auditor.

Central Auditor will perform all the roles mentioned in supervising the functioning of the college level auditor and recommending the renewal/continuation of service year on year for the college level auditor.

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As the colleges are of varying in terms of size and the revenue, it has been decided to fix the College Level Auditor fees based on the number of students in each college in that cluster. For the purpose of the audit fees calculations the students registered with the college as at the end of the first semester shall be considered as following.

| Year | Base for fixing the Fee | | | |
|--|--|--|--|--|
| First Year Number of students admitted in college as per DOST admissions | | | | |
| Second Year | Number of Students promoted from first year to second year and also paid first semester exam fees of second year | | | |
| Third Year | Number of Students promoted from second year to third year and also paid first semester exam fees of third year | | | |

The Principals of all GDCs are instructed to cooperate with the college level auditors appointed for each college and pay the Auditors fees as calculated (given in the Annexure) from the available college funds.

Further, the Principals of GDCs are also instructed to get all accounts audited with these auditors and ensure to get an annual 'Management Letter', covering Comments and observation on the financial management records, systems and controls that were examined during the course of the review, and also any deficiencies and areas of weakness in systems and control and recommendation for their improvement along with the Annual Audit Report.

The Principals of all GDCs are also directed to ensure that, the auditors adhere to the rules, regulations, code of conduct and ethics as prescribed under The Chartered Accountant Act, 1949 while carrying out the concurrent accounting & audit.

Further, the Principals are also instructed to give access to all documents, correspondence and any other information relating to the Institution and deemed necessary by the auditor for effective and smooth functioning of the audit program in all GDCs.

Signature Not Verified

Digitally signed by NAVIN MITTAL IAS Date: 2021.03.05 18:26:22 ST Reason Asignose of Caregiate Education

To
All the Principals of GDCs in the State
Copy to RJD/JD/AGO

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Annexure List of Audit Firms for Concurrent Accounting & Audit of GDCs for the FY 2020-21 to 2023-24

| S. No | College Auditor - Firm Name | Cluster Allotted | Districts Covered in Cluster | Fees Per Student Per Year (Rs)) | Phone Number | Email ID |
|----------|--------------------------------|---------------------|--|--|-----------------|---------------------------|
| 1 | CVS BALACHANDRA RAO &CO | 3 & 2 | Mancherial, Jagthiyal, Karimnagar, Peddapalli, Komurambhem, Rajanna (Siricilla), Medak, Siddipet & Kamareddy | 45/- | 9849035315 | cacvsbala@gmail.com |
| 2 | B.M CHATRATH & CO | 11 | Hyderabad & Medchal | 50/- | 9949310001 | bmchyderabad@gmail.com |
| 3 | KALP & ASSOCIATES | 12 | Rangareddy & Sangareddy | 46/- | 9542631886 | ca.kalam.hyd@gmail.com |
| 4 | PENMETSA & CO | 10 | Hyderabad | 50/- | 7680902345 | pvicky60003@gmail.com |
| 5 | PPKG & CO | 9 | Hyderabad, Vikarabad | 48/- | 9848027622 | giri@ppkg.com |
| 6 | AMBRISH CHANDRANA & CO | 1 | Adilabad, Nirmal & Nizamabad | 50/- | 9393031313 | ambrishfca@gmail.com |
| 7 | N. SAI BABA & CO | 5 | Bhadradri & Khammam | 50/ | 9848453051 | satishmyla@rediffmail.com |
| 8 | SVD ASSOCIATES | 4 | Jangaon, Jayashankar Bhpalpalli, Mahabubabad, Warangal Rural & Warangal Urban | 50/- | 9346431340 | capavansarda@gmail.com |
| 9 | M.N REDDY & CO | 7 & 8 | Mahabubnagar, Jogulamba (Gadwal), Nagarkurnool & Wanaparthy | 51/- | 9849558100 | cadamodar@mnreddy.in |
| 10 | DAY AND ASSOCIATES | 6 | Nalgonda, Suryapet & Yadadri | 50/- | 9640905685 | dayca.in@gmail.com |

PROCEEDINGS OF THE COMMISSIONER OF COLLEGIATE EDUCATION Government of Telangana, Hyderabad Present: Sri Navin Mittal

CCE-AC/TSKC/2/2019-ACADEMIC CELL, Dated 29.06.2019.

Sub:- Collegiate Education - Telangana Skills and Knowledge Centre
- Collaboration with Telangana Academy for Skill and
Knowledge (TASK) - Registration of colleges with TASK Student registrations, trainings and placements - TSKC Full
Time Mentor trainings, utilization of their services for "TSKCTASK program" - Reg.

Ref:- NF.No.100286/CCE-AC/TSKC/2/2019-ACADEMIC CELL/2019-2020.

The Commissionerate of Collegiate Education has established Telangana Skills and Knowledge Centers in all Government Degree Colleges with an objective to meet Human Resource requirement for state's growth plan while fulfilling the stake holder's aspirations. The main objective of TSKC is to enhance Life skills, Computer skills, Analytical and Aptitude skills among students pursuing graduation.

With an objective to strengthen TSKC activities, TSKCMC, O/o CCETS has collaborated with TASK to enhance employability quotient of young graduates in Government Degree Colleges and enable them to choose multiple avenues as they graduate. Hence from the academic year 2019-2020, TSKC-TASK program shall be offered to interested students pursuing graduation in all Government Degree Colleges in the state. The key aspects of this program are as follows:

• All Government Degree Colleges in Telangana shall register with payment of a nominal fee of Rs.5000/- + GST per annum, to TASK.

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- The colleges shall renew the registration every year by paying the fee amount of Rs.4000/- + GST.
- Interested students shall enroll in TSKC-TASK program through an online registration process by login into TASK website, from 1st July till 31st August, 2019.
- The student registration process will be completed after the payment of a nominal one-time registration fee of Rs.500/- + GST. This registration is valid for a period of 3 years i.e., until the student completes his/her graduation.
- On successful completion of the program, students shall be evaluated and certified by TASK. TASK has partnerships with various corporates for placements like Infosys, Cognizant, Safran, Cyient etc. After the training, with their registered identification Number, students have an opportunity to directly apply for various jobs as per their choice in partnered Organizations of TASK.

In connection with this, the Principals of Government Degree Colleges are instructed to

- Register their GDC with TASK by paying the requisite fee of Rs. 5000/- +GST immediately before 15th July 2019. The expenditure towards payment of college registration fee to TASK shall be borne by the colleges from any of the available accumulated funds of the college.
- Post college registration process confirmations, TASK shall conduct an Orientation workshop for students in Government Degree Colleges. After the orientation workshop, the students can start registering themselves through an online registration process by login into TASK website, which shall be open from 1st July till 31st August, 2019.
- The program shall start in July, 2019 and based on student enrolment status the actual start date of the program shall be

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finalized by the College and the same shall be communicated to TSKCMC, O/o CCE.

- The student strength per batch shall be fixed in the range 30-50.
 Parallel batches may be run depending on the student enrolment strength. TASK shall depute their resource persons in requisite numbers for the training. There is no upper limit on the number of students who can enroll into TSKC-TASK Program.
- The Principal shall nominate one regular faculty to coordinate the TSKC-TASK activities.
- Here-in after the services of TSKC Mentors shall be utilized in training students on technical skills through TSKC-TASK program. In colleges where TSKC Mentors are not allotted, technical skills also shall be taught by TASK resource persons at no additional charges.
- The Principals are also instructed to provide the following facilities/infrastructure in the classrooms for TSKC-TASK trainings.
 - Computer lab with internet connectivity,
 - Projector and proper sound systems
 - o Class rooms with flexible seating arrangements if possible.
- Afternoon sessions on all Saturdays shall be designated for TASK Sessions by TASK Resource persons.
- The Full Time Mentors shall take TSKC-TASK classes during week days daily.

A committee with the following composition has been constituted to shortlist different modules to be taught under TSKC-TASK program which shall best serve the needs of the students. The committee shall ensure that the selected modules shall have a minimum of 40 contact hours per semester. Modules on Basic IT Skills, Functional English, Interview Skills and Life skills & Communication skills are compulsory.

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Composition of TSKC-TASK Program planning Committee:

- a. Academic Guidance Officer, O/o CCETS Chairman.
- b. Principal, IP GDC, Nampally Member
- c. TSKCMC Coordinator, O/o CCETS Member.
- d. Mr. M Satyanarayana, Academic Officer, O/o CCETS Member.
- e. TSKC Coordinator, IP GDC Nampally Member.
- f. TSKC Coordinator, BJR GDC Narayanaguda Member.
- g. TSKC Coordinator, GDC Vidyanagar Member.
- h. Mr. Ch. Kishore Kumar, TSKC Mentor, GDC, Khairatabad Member.

For further clarifications on this program, the Principals of GDCs may contact Ms Shruti ,TASK, 8121522346 or Ms. K. Pruthu, Academic Officer, O/o CCETS on 7660009437.

Signature Not Verified

Digitally signed by Dr C Manjulatha

Date: 2019.07.10 14:47:44 IST

For Commissioner of Collegiate Education