



**Memorandum Of Understanding (MOU)**  
**Between**  
**Commissionerate of Collegiate Education, Telangana**  
**And**  
**HireMee**

This Memorandum of Understanding ("MOU") is entered into and effective as of 6<sup>th</sup> June 2018, by and between:

**HireMee**, a unit of KAAM Services Private Limited a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at No.483, Seetha Complex, 16<sup>th</sup> cross, RR Nagar, Bengaluru-560098, Karnataka, India, and hereinafter unless the context otherwise requires, be referred to as "**HireMee**";

**And**

**Commissionerate of Collegiate Education**, Hyderabad having its registered office at 2<sup>nd</sup> Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally, Hyderabad-500001 and hereinafter unless the context otherwise requires be referred to as "**CCETS**".

**Whereas:**

CCETS and HireMee have entered into discussions on HireMee's provision of free technology assistance to CCETS, for job placements for students of CCETS approved Colleges. HireMee serves as a Virtual Bridge between Recruiters and Aspiring Applicants esp. of Tier-2 and Tier-3 areas. HireMee is an end-to-end Web Portal and Mobile App developed with intent to reach out to all students, recruiters and colleges across the country in these areas who will benefit from using the HireMee. Students, Colleges, Corporates and Recruiters can register through HireMee Portal, and assessments are directly carried out by HireMee. The entire recruitment process will be seamlessly linked on a chain.

HireMee and CCETS desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MOU will be achieved.



## **Article 1 Effective Date**

The Parties hereby agree that the Effective date of this MOU shall be the date on which it is signed. The preamble to this Agreement constitutes an integral part thereof.

## **ARTICLE 2 Purpose and Scope**

**Purpose:** This MOU outlines the mutual cooperation between the two parties for helping in bridging the gap in employability skills by imparting suitable training especially, in rural areas; help the academia to understand the gap in skills and support them with industry specific inputs; and provide an opportunity to the all students by connecting them to the right jobs.

This is a Corporate Social Responsibility (CSR) effort to discover diamonds in students in rural and urban colleges free of cost.

**Role and scope of cooperation:** The Parties agree to, in the spirit of mutual cooperation, use the best efforts towards fulfillment of their respective obligations in achieving the purpose of this MOU.

This MOU outlines the commitments of both the Parties.

### **2.1 Commitments of CCETS:**

- Informing all CCETS approved college Principals about HireMee's services and act as a platform for helping students find employment opportunities by linking industries for hiring.
- Support awareness for [www.hiremee.co.in](http://www.hiremee.co.in), by having colleges inform students through e-mail/circular/assembly/bulletin board notices and any other medium that provides similar and suitable benefit.
- Support HireMee by allowing to put posters and other awareness material for colleges to disseminate the information to students across campus on bulletin boards, notice boards, emails, etc.

### **2.2 Commitments of HireMee:**

- Provide the free online and app based platform [www.hiremee.co.in](http://www.hiremee.co.in) for Students and Recruiters to find the best students for jobs.

By



- Provide access to web portal and mobile app by all students studying in CCETS approved colleges and help them in getting placements.
- Help academia to understand the gaps in skills and areas of improvement
- Help bridge the gap in specific employability skills especially in rural areas and support them with industry specific inputs.
- Support CCETS in increasing awareness of [www.hiremee.co.in](http://www.hiremee.co.in) among students, colleges and universities by providing the required materials.

### **ARTICLE 3 Confidentiality**

- 3.1 This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the Parties or any information or data which it receives through the other Pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MOU and continue to bind the parties.
- 3.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MOU, as well as at any time after this MOU is terminated.
- 3.3 Both parties declare that they know that the undertaking pursuant to this agreement is a pre-requisite for each party to enter into this MOU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

### **Article 4 Intellectual Property**

- 4.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 4.2 This understanding will be operational and valid for 3 years from the date of signing or until the date of earlier termination upon completion of 3 years MOU can be renewed with mutual consent of both parties.



Either party may terminate this agreement by providing notice of at least 30 days in advance in writing to the other party at the official address for communication.

- 4.3 The Materials provided by HireMee are protected by copyright, including without limitation by Copyright Law and other applicable laws in India.
- 4.4 CCETS & HireMee will not reveal, make use of or commercialize any of the confidential information provided by HireMee/CCETS either during the currency or after termination of the related Agreement for a period of 5 years.
- 4.5 HireMee will retain the right of ownership to all the Intellectual Property Rights, processes, protocols, propositions and models of HireMee, even though CCETS may have amended and added to the foundation Intellectual Property.

#### **ARTICLE 5 General Provisions**

- 5.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MOU. Any change in the contacts will be promptly notified to the other Party.

##### **Contact from HireMee:**

Name : D. Gowri Shanker  
Contact No. : +91 9121006017  
Email ID : [gowrishanker.d@hiremee.co.in](mailto:gowrishanker.d@hiremee.co.in)

##### **Contact from CCE:**

Name : M. Sundara Murthy  
Contact No. : +91 9652379064  
Email ID : [tskcac@gmail.com](mailto:tskcac@gmail.com)

- 5.2 This MOU references good faith efforts by both CCETS and HireMee and is an expression of the Parties' current intent and recognizes the fact that the execution of some of the terms of the MOU could require the Parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MOU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MOU, unless and until definitive agreements are signed.



- 5.3 **Terms and Termination:**  
The Terms and Conditions agreed under this MOU shall commence on 6<sup>th</sup> June, 2018 and shall remain in effect until terminated.
- 5.4 **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- 5.5 **Applicable Law:** The construction, interpretation and enforcement of this MOU shall be governed by the laws of India. The courts of Bangalore shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Bangalore, India.
- 5.6 This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- 5.7 Any notice under this MOU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. If any notice sent by e-mail, post will be effective on the date of receipt.
- 5.8 **Severability:** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- 5.9 **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.



IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

Commissionerate of Collegiate Education,  
(CCETS) Telangana,

For HireMee

Authorized Signatory

Name: B. Swamy

Position: Deputy Director, CCETS

Date: 06-06-2018

Authorized Signatory

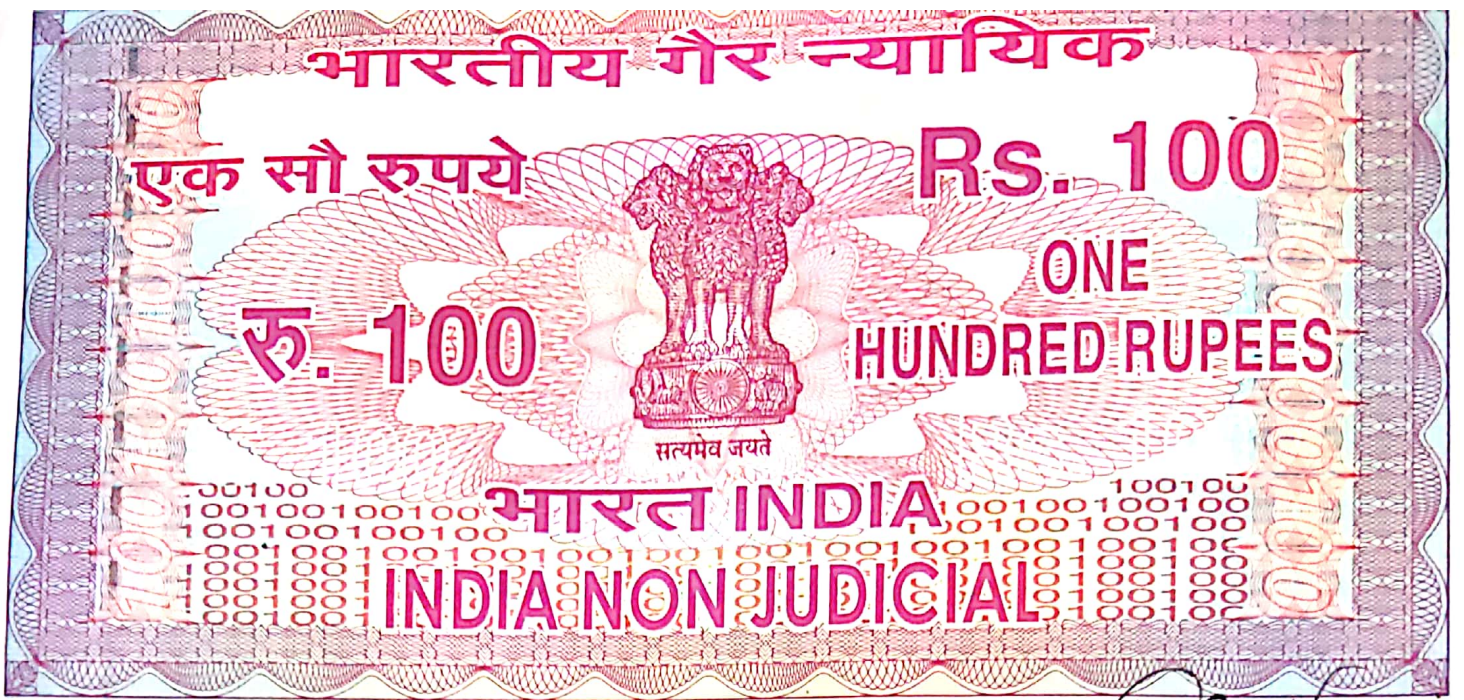
Name: Sh. Chockalingam Valliappa

Position: Founder

Date: 6 JUNE 2018

Witness

Witness



తెలంగాణ తెలంగాణ TELANGANA

W 210887

Sl.No. 3600 Date: 29-01-2020, Rs.100/-  
SOLD TO: VIJAY KALA,  
S/O. RAJENDRA KALA, R/O. HYD  
FOR WHOM : MSTC LTD., HYD

**KONDA KAVITHA**  
Licenced Stamp Vendor  
L No: 16-04-06/2016  
RL.NO: 16-04-022/2019  
H.No. 8-2-460/64, Road No.4  
Sukdev Nagar, Banjara Hills, Hyderabad  
Ph.No:9248325639


**SELLING AGENCY AGREEMENT (सेलिंग एजेंसी का समझौता)**

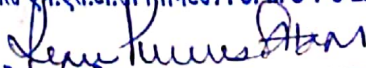
1.0 यह समझौता जो दिनांक 7 वीं दिन फरवरी 2020 को महाविद्यालय शिक्षा आयुक्त के साथ बनाया गया एवं जिनका कार्यालय तीसरा मंजिल, प्रोफेसर जयशंकर विद्या भवन, नामपल्ली, हैदराबाद पर स्थित है। इस कार्यालय को इसके बाद "PRINCIPAL" कहा जाता है (जब तक कि अभिव्यक्ति को अलग नहीं किया जाएगा या संदर्भ को निरस्त नहीं किया जाएगा, तब तक इसके उत्तराधिकारी और निरूपित शामिल किए जाएंगे) वन पार्ट पर

THIS AGREEMENT made this 7<sup>th</sup> day of February 2020 BETWEEN Office of the Commissioner of Collegiate Education, Telangana State, Hyderabad having its office at 3<sup>rd</sup> Floor, Prof. Jayashankar Vidya Bhavan, Nampally, Hyderabad hereinafter called the "PRINCIPAL" (which expression shall unless excluded by or repugnant to the context be deemed to include its Successors and Assigns) on the ONE PART

AND (और)

कंपनी अधिनियम 1956 के तहत M/s. एमएसटीसी लिमिटेड (भारत सरकार का उद्यम) और इसके शाखा कार्यालय में 5-9-13, 7 वीं मंजिल, तारामंडल परिसर, सैफाबाद, सहारा मंजिल और समाट कॉम्प्लेक्स, हैदराबाद के बीच, तेलंगाना 500004 है जिसका पंजीकृत कार्यालय 225-C, आचार्य जगदीश बोस रोड, कोलकाता - 700 020, इसके बाद "एमएसटीसी" कहा जाता है (जो कि जब तक कि संदर्भ से बाहर नहीं किया जाएगा या जब तक कि इसके उत्तराधिकारी और निरूपित को शामिल करने के संदर्भ में नहीं माना जाएगा) अन्य भाग पर।

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

वती एम.एस.टी.सी लिमिटेड / For MSTC LIMITED  
  
रेणु पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

M/s. MSTC Limited (A Government of India Enterprise) under the Companies Act 1956 and having its Branch Office at No 5-9-13, 7th Floor, Taramandal Complex, Saifabad, Between Sahara Manzil And Samrat Complex, Hyderabad, Telangana 500004 and Registered Office at 225-C, Acharya Jagadish Bose Road, Kolkata – 700 020, hereinafter called "MSTC" (which expression shall unless excluded by or repugnant to the context be deemed to include its Successors and Assigns) on the OTHER PART.

2.0 इस समझौते में स्वदेशी बाजार में PRINCIPAL की ओर से सभी प्रकार की स्क्रेप सामग्री, उत्पन्न पदार्थों (लोह तथा अलौह) के साथ-साथ उपकरणों, संयंत्रों, मशीनरियों एवं अन्य वस्तुओं आदि के निपटान हेतु, अधिशेष / अप्रचलित भंडारों, संयंत्रों, मशीनरी और उपकरणों, वाहनों, विविध लेखों, इमारतों के विध्वंस आदि का निपटान शामिल है। उपरोक्त के अलावा, इस समझौते के तहत किसी अन्य आइटम को जोड़ा जा सकता है, जैसा कि पारस्परिक रूप से सहमति हो सकती है। यह अनुबंध दोनों ओर से समाप्त होने तक मान्य होगा। इस समझौते की समाप्ति पर, एमएसटीसी द्वारा बुक किया गया आदेश जारी रहेगा जैसे कि यह अनुबंध उन आदेशों के क्रियान्वयन तक जारी रहेगा। यह अनुबंध, अनुबंध की समाप्ति से पहले लिखित में स्पष्ट 3 (तीन) कैलेंडर महीनों के नोटिस के साथ समाप्ति के अधीन होगा। इस समझौते में कोई संशोधन केवल तभी लागू होगा जब लिखित रूप में किया गया हो और दोनों पक्षों के अधिकृत प्रतिनिधियों द्वारा विधिवत हस्ताक्षरित हो।

This Agreement covers disposal of all categories of scrap materials, secondary arisings, surplus / obsolete stores, Plants, Machineries and equipments, vehicles, miscellaneous articles, demolition of Buildings, etc., on behalf of the PRINCIPAL in the indigenous market. In addition to the above, any other items may be added under this Agreement as may be mutually agreed upon. This Contract shall be valid till terminated by either side. At the expiry of this Agreement, the Orders booked by MSTC will continue to operate as if this Agreement continues till the execution of those orders. This Agreement shall be subject to termination with clear 3 (Three) calendar months' notice in writing from either side before the expiry of the contract. Any amendment to this Agreement would be enforceable only if made in writing and duly signed by authorized representatives of the Parties hereto.

### 3.0 व्यवसाय की मात्रा

अपने आप से अनुबंध एमएसटीसी को व्यवसाय की मात्रा के रूप में PRINCIPAL प्रतिबद्ध नहीं करता है।

### QUANTUM OF BUSINESS:

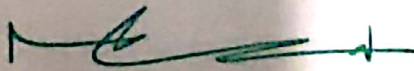
The Contract by itself does not commit the PRINCIPAL as to the quantum of business to MSTC

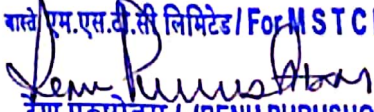
### 4.0 MSTC की सेवा का दायरा, प्रकार और MSTC की जिम्मेदारी

#### NATURE & SCOPE OF SERVICE AND RESPONSIBILITY OF MSTC

4.1 एमएसटीसी सीधे एमएसटीसी की वेबसाइट www.mstcecommerce.com के माध्यम से इंटरनेट पर ई-नीलामी के माध्यम से सामग्रियों के निपटान की व्यवस्था करेगा, हालांकि आवश्यकता के आधार पर, सामग्री को किसी अन्य तरीके से भी निपटाया जा सकता है, जैसा कि पारस्परिक रूप से सहमत हो सकता है।

MSTC shall directly arrange disposal of the materials through e-Auction on the Internet through MSTC's Website www.mstcecommerce.com However, depending on requirement, materials may also be disposed of through any other manner as may be mutually agreed upon.

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

राष्ट्रीय एम.एस.टी.सी लिमिटेड / For MSTC LIMITED  
  
रंजू पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager



एमएसटीसी निपटान के उद्देश्य के लिए निष्पादन की सूची में सम्मिलित सामग्री के लॉट्स बनाने के संबंध में मार्गदर्शन प्रदान करेगा और PRINCIPAL से डिस्पोजेबल सामग्री की सूची प्राप्त करने पर कार्य करेगा। बिक्री कार्यक्रम को सहमति के साथ अंतिम रूप दिया जाएगा।

**4.2** MSTC will offer guidance in regard to making of lots for the purpose of disposal and will act on receipt of list of disposable materials from the PRINCIPAL. The Sale Programme will be mutually finalized.

**4.3** एमएसटीसी ई नीलामी के उद्देश्य से-अखिल भारतीय आधार पर एमएसटीसी के साथ पंजीकृत सभी ग्राहकों से बोलियों को आमंत्रित करेगा और एमएसटीसी, एमएसटीसी की वेबसाइट और अन्य इंटरनेट उपकरणों द्वारा प्रचार की व्यवस्था करेगा, जो ईनीलामी की तारीख और समय को सूचित करेगा। आम तौर पर-, किसी विशेष ईनीलामी के लिए - कोई प्रेस विज्ञापन नहीं दिया जाएगा और यदि विक्रेता विशेष इंटरनेट या एमएसटीसी की वेबसाइट के अलावा किसी अन्य प्रकाशन या मीडिया के माध्यम से किसी विशेष ईनीलामी के लिए प्रचार की इच्छा रखता है-, तो उसे लिखित अनुरोध प्राप्त होने पर व्यवस्थित किया जाएगा। और लागत को विक्रेता द्वारा वहन किया जाएगा। चूंकि ईनीलामी एक वेब आधारित प्रणाली है, इसलिए बिक्री का प्रचार एमएसटीसी द्वारा एमएसटीसी की वेबसाइट और अन्य इंटरनेट टूल के माध्यम से किया जाएगा।

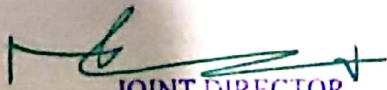
MSTC shall invite bids from all the Customers registered with MSTC on all India basis for the purpose of e-Auction and MSTC shall arrange publicity by MSTC's Website and other Internet tools notifying date and time of e-Auction. Normally, no press advertisement will be given for any particular E-Auction and in case the Principal desires publicity for any particular E-Auction through a particular publication or media other than Internet / MSTC's Website, the same would be arranged on receipt of written request and the cost shall be borne by the Principal. Since E-Auction is a Web based System, publicity of the sale will be made by MSTC through MSTC's Website & other internet tools.

**4.4** यदि किसी विशेष प्रकाशन या मीडिया के माध्यम से PRINCIPAL प्रचार की इच्छा रखता है, तो उसे लिखित अनुरोध प्राप्त होने पर व्यवस्थित किया जाएगा और अतिरिक्त लागत PRINCIPAL द्वारा वहन की जाएगी।

In case the PRINCIPAL desires publicity through a particular publication or media, the same would be arranged on receipt of written request and the additional cost shall be borne by the PRINCIPAL.

**4.5** PRINCIPAL को, रिकार्ड के लिए, सिस्टम द्वारा उत्पन्न स्वचालित ई मेल प्राप्त होगा, जिसमें ई-ऑक्शन के परिणाम जैसे के अनुमोदित लॉट्स, उच्चतम दर इत्यादि सम्मिलित होंगे। किसी ई- एक्शन की पूरी रिपोर्ट प्राप्त करने के लिए PRINCIPAL के पास वेबसाइट पर जाने का विकल्प होगा जो आम तौर पर किसी विशेष ई नीलामी की बोली पत्रक की प्रतिकृति को चित्रित करेगा।

The PRINCIPAL will receive a system generated e-mail indicating the status and result of the E-Auction interalia showing details of the Lots Sold and the highest bids received. (Etc.), for PRINCIPAL's record. The PRINCIPAL shall have the option to visit the Website in order to obtain a full report of any particular e-Action which will normally depict the replica of the bid sheet of a particular E Auction.

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

  
नाते एम.एस.टीसी लिमिटेड / For MSTC LIMITED  
रेणु पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

4.6 आरक्षित मूल्य वेबसाइट में विक्रेता द्वारा तय और दर्ज किया जाना चाहिए, जो डिस्पोजेबल सामग्री के लिए केवल विक्रेता को ही दिखाई देगा, विक्रेता के लॉगिन द्वारा दर्ज किया गया रिज़र्व प्राइस किसी अन्य को देखने के लिए उपलब्ध नहीं होगा,। यदि नीलामी शुरू होने से पहले विक्रेता द्वारा आरक्षित मूल्य दर्ज नहीं किया जाता है, तो जिस मूल्य के लिए आरक्षित मूल्य दर्ज नहीं किया गया है, वह प्रणाली द्वारा वापस ले लिया जाएगा।

Reserve Price must be fixed and entered by the Principal in the website, which will be only accessible by the Principal and none else, for the disposable materials. In case the Reserve Price is not entered by the Principal prior to commencement of the Auction, the lots for which the Reserve price have not been entered, shall stand automatically withdrawn by the system.

4.7 एमएसटीसी विक्रय किए गए लॉट के लिए सिस्टम के माध्यम से प्रिंसिपल की ओर से सफल क्रेताओं को क्रय आदेश /स्वीकृति पत्र जारी करेगी एवम विक्रेता की ओर से सफल क्रेताओं के साथ अनुबंध बनाएगी।

MSTC shall enter into sale contracts with the successful bidders/ buyers/ customers by issuing Sale Orders/ Acceptance Letters on behalf of the Principal through the system for the sold lots

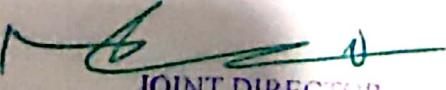
4.8 सभी भुगतान विक्रेता / प्रिंसिपल के खाते में उच्चतम बोलीदाता द्वारा प्रेषित किए जाएंगे। ईएमडी / बैलेंस भुगतान की प्राप्ति के बारे में पुष्टि सेलर / प्रिंसिपल द्वारा एमएसटीसी को दी जाएगी, जिसके अनुसार बिक्री आदेश / वितरण आदेश, एमएसटीसी द्वारा जारी किया जाएगा।


All Payments will be remitted by the highest bidder to the account of Seller/Principal. Confirmation regarding receipt of EMD/Balance payment will be given by Seller/Principal to MSTC, pursuant to which Sale Order/Delivery Order as the case may be will be issued by MSTC.

4.9 चूंकि PRINCIPAL उपयुक्त GST अधिनियम के तहत पंजीकृत नहीं है, इसलिए प्रिंसिपल / विक्रेता सरकार है। यूनिट के पास जीएसटी पंजीकरण संख्या होने की आवश्यकता नहीं है, लेकिन खरीदार की जीएसटी संख्या का उल्लेख करते हुए "चालान" जारी करना आवश्यक है "जीएसटी और उपकर, यदि कोई हो, क्रेता द्वारा रिवर्स चार्ज के तहत जमा किया जाएगा" और यह भी अनिवार्य है सामग्री वितरित करने से पहले खरीदार से अंतिम जीएसटी प्रमाणपत्र की स्वप्रमाणित सच्ची प्रति एकत्र करें। इस आशय का एक उपक्रम आगे की कार्रवाई के लिए वांछित है।

As the PRINCIPAL is not registered under the appropriate GST Act, the Principal/Seller being a Govt. Unit does not require to have GST Registration Number but it is required to issue "Invoice" duly mentioning the Buyer's GST Number with a declaration "GST and Cess, if any, will be deposited by Buyer under Reverse Charge" and also it is mandatory to collect the self attested true copy of final GST certificate from buyer before delivering the material. An undertaking to this effect is desired for further action

4.10 प्रिंसिपल की ओर से एमएसटीसी आयकर स्रोत 1961 के प्रावधान के अनुसार स्क्रेप सामग्री की बिक्री के खिलाफ धारा 206C के तहत सफल ग्राहकों से, यदि कोई हो, स्रोत पर आयकर जमा करने के लिए जिम्मेदार है। वही प्रिंसिपल को भेजा जाएगा उचित प्राधिकारी को आगे प्रस्तुत करने के लिए।

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

बाले एम.एस.टी.सी लिमिटेड / For MSTC LIMITED  
  
रेणू पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

MSTC on behalf of the Principal is responsible for collecting the Income Tax at source, if any, from the successful customers Under Section 206C against the sale of scrap material as per the provision of Income Tax Act 1961. The same will be forwarded to the Principal for onward submission to the appropriate authority.

4.11 एमएसटीसी खरीदारों से देय भुगतान प्राप्त करने के बाद डिलीवरी ऑर्डर तैयार करेगा और जारी करेगा, जिसकी प्रस्तुति के पश्चात पर अनुबंध के अनुसार खरीदारों द्वारा सभी औपचारिकताओं के अनुपालन के अधीन सामग्री वितरित की जाएगी। यदि वैधानिक कारणों के लिए आवश्यक है, तो खरीदारों को चालान PRINCIPAL द्वारा जारी किया जाएगा। सफल क्रेता द्वारा निष्पादन की सामग्री उठाते समय यदि कोई भी विवाद आता है तो उसे क्रेता और विक्रेता द्वारा आपस में ही सुलझाया जायेगा

MSTC shall prepare and issue Delivery Orders after receipt of due payments from the Buyers, on production of which the PRINCIPAL will deliver the materials subject to compliance of all formalities by the Buyers as per contract. If required for statutory reasons, invoices will be issued by the PRINCIPAL to the Buyers. Any dispute arising while effecting deliveries to successful bidders / buyers shall be dealt with by the Principal.

4.12 बुक किए गए बिक्री आदेशों के फॉलो उप के लिए भी एमएसटीसी जिम्मेदार होगा।  
MSTC shall also be responsible for follow-up of Sale Orders booked

4.13 जहाँ भी एमएसटीसी द्वारा ग्राहकों से बिक्री के अनुसार जमानत राशि रखी जाती है, एमएसटीसी डिलीवरी पूर्ण होने के 15 दिनों के भीतर PRINCIPAL से वितरण पूर्णता प्रमाण पत्र / NOC (अनापत्ति प्रमाणपत्र) प्राप्त होने पर खरीदारों को वापस कर देगा। PRINCIPAL, एमएसटीसी को बिक्री और वितरण बिक्री और वितरण के सामंजस्य के लिए जिस माह में निष्पादन की सामग्री की डिलीवरी सफल खरीददार को दी गयी उस माह के अगले माह की 10 तारीख तक एमएसटीसी को चालान और मासिक विवरण की प्रतियां देगा।

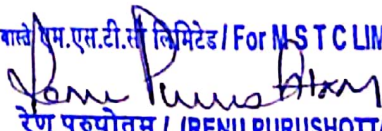
Wherever Security Deposit is retained by MSTC from the Customers as per terms of sale, MSTC shall refund the same to the Buyers on receipt of Delivery Completion Certificate / NOC (No Objection Certificate) from the PRINCIPAL within 15 days of completion of delivery. The PRINCIPAL shall give copies of Invoices and monthly Despatch Statement to MSTC within 10th of each succeeding month to enable MSTC to reconcile the Sale and delivery.

#### **5.0 सेवा शुल्क / SERVICE CHARGE:**

5.1 एमएसटीसी ई-नीलामी के माध्यम से 10% की दर से सेवा प्रभार का हकदार होगा | सेवा प्रभार की गड़ना अंतिम बिक्री मूल्य पर सभी करों के अतिरिक्त की जाएगी। बिक्री मूल्य पर सहमत दर पर सेवा प्रभार, यदि कोई हो, तो जब्त ईएमडी / सुरक्षा जमा से वसूली योग्य होगी।

MSTC shall be entitled to a Service Charge @ 10% for sale through e-Auction which will be calculated on the basis of actual / final Sale Value realized excluding Duties and Taxes. The Service Charge at the agreed rate on the Sale Value shall also be recoverable from the forfeited EMD / Security Deposit, if any.

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

रास्ते एम.एस.टी.सी लिमिटेड / For MSTC LIMITED  
  
रेणू पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

5.2 एमएसटीसी के लिए देय सेवा शुल्क एमएसटीसी द्वारा क्रेता से प्राप्त बिक्री आय से वसूल किया जाएगा और शेष बिक्री मूल्य PRINCIPAL को भेजा जाएगा। कटौती किए गए सेवा प्रभार का विवरण हस्ताक्षरित बिल और प्राप्ति के सात दिनों के भीतर रसीद के साथ भेज दिया जाएगा। एमएसटीसी के लिए देय सेवा शुल्क एमएसटीसी द्वारा क्रेता से प्राप्त बिक्री आय से वसूल किया जाएगा और शेष बिक्री मूल्य PRINCIPAL को भेजा जाएगा। कटौती किए गए सेवा प्रभार का विवरण हस्ताक्षरित बिल और प्राप्ति के सात दिनों के भीतर रसीद के साथ भेज दिया जाएगा।

Service Charge payable to MSTC shall be recovered by MSTC from the sale proceeds realized from the Buyer and the balance Sale Value will be forwarded to the PRINCIPAL. The details of Service Charges deducted shall be forwarded along with signed bill and receipt within seven days of receipt of payment from Buyers.

5.3 जीएसटी, टर्नओवर टैक्स, अन्य कर के लिए कोई तत्व, कर इत्यादि, यदि लागू हो, जो अनिवार्य रूप से वैधानिक आवश्यकता के अनुसार देय हैं, PRINCIPAL द्वारा एमएसटीसी को प्रतिपूर्ति की जाएगी।

Any element for tax other than GST, viz, Turnover Tax, Addl. Tax etc., if applicable, which are essentially payable as per statutory requirement shall be reimbursed to MSTC by the PRINCIPAL.

5.4 मौजूदा अधिनियम के अनुसार भारत सरकार द्वारा सेवा शुल्क पर 18% का जीएसटी लगाया गया है जो PRINCIPAL द्वारा वहन किया जाना है। हालांकि, अगर बाद में केंद्र सरकार द्वारा किए गए किसी भी परिवर्तन को प्रभावित किया जाएगा तो वह भी लागू होगा।


As per the existing enactment a GST of 18% on Service Charges has been levied by Government of India which has to be borne by the PRINCIPAL. However, if any subsequent changes made by the Union Government the same will be effected

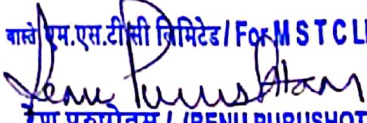
#### 6.0 विक्रेता की सेवा का दायरा, प्रकार और विक्रेता की जिम्मेदारी:

#### NATURE & SCOPE OF RESPONSIBILITY OF THE PRINCIPAL:

6.1 एमएसटीसी को PRINCIPAL द्वारा प्रदान की जाने वाली निपटान सूची में विस्तृत विवरण, विनिर्देशन, स्थान, मात्रा, गुणवत्ता, UOM (माप की इकाई), जीएसटी की लागू दर, उत्पाद शुल्क की दर और विशेष टिप्पणी, यदि कोई हो, शामिल होंगे। और ई-नीलामी की घोषणा / प्रचारित होने के बाद लॉट की मात्रा या स्थान नहीं बदला जाएगा। निपटान सूची में कोई संशोधन ई-नीलामी से पहले यदि PRINCIPAL द्वारा किया जाता है तो इस संबंध में प्रिंसिपल एमएसटीसी को सूचित करे जिससे की बोली लगाने वालों को इ नीलामी से पहले पर्याप्त समय देकर सूचित किया जा सके

The disposal List to be provided by the PRINCIPAL to MSTC shall include detailed Description, specification, location, quantity, quality, UOM (Unit of Measurement), applicable rate of GST, rate of Excise duty and special remarks, if any, for disposal. and the quantity or venue of the Lot will not be changed after the e-Auction has been announced / publicised. Any amendment to the Disposal List shall be made by the PRINCIPAL prior to holding e-Auction and intimated to MSTC in writing for notifying the Bidders sufficiently in advance

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad,

राज्य एम.एस.टी.सी. लिमिटेड / For MSTC LIMITED  
  
रेणु पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

6.2 विक्रेता, क्रेताओं को एम् एस टी सी द्वारा जारी किये गए डिलीवरी आर्डर के अनुसार एवं एम्एम् एस टी सी द्वारा समय समय पर जारी निर्देशानुसार क्रेताओं को निष्पादन की सामग्री सौंपेंगे. इ नीलामी के सफल क्रेताओं को निष्पादन की सामग्री की डिलीवरी देते समय विक्रेता एवं प्रिंसिपल के बीच के किसी भी प्रकार के विवाद को प्रिंसिपल/विक्रेता द्वारा सुलझाया जायेगा

The Principal shall cause to effect deliveries to the buyers/ customers as per Delivery Orders issued by MSTC and as per directions given by MSTC from time to time. Any disputes arising while effecting deliveries to successful bidders/ buyers shall be dealt with by the Principal

6.3 प्रिंसिपल एमएसटीसी द्वारा जारी शर्तों और बिक्री आदेशों / वितरण आदेशों के अनुसार चालान बढ़ाने के लिए जिम्मेदार होंगे।

The Principal shall be responsible for raising invoices as per the terms and Sale Orders/ Delivery Orders issued by MSTC.

6.4 प्रिंसिपल इ नीलामी जब वो ऑक्शन फ्लोर पर लाइव होगी तब उसे अपने लॉगिन से देख सकते हैं. वे ई-नीलामी की निरंतरता के दौरान बोली इतिहास आदि को देखने में सक्षम होगा।

The Principal may monitor the auction and will be able to view the bid history etc., during the continuation of the e-Auction.


6.5 एमएसटीसी प्रिंसिपल को सामग्री की बिक्री के अपने मानक नियम और शर्तें प्रदान करेगा। प्रिंसिपल एमएसटीसी की बिक्री की मानक शर्तों में किसी भी बदलाव के लिए एमएसटीसी पर जोर नहीं देंगे।


MSTC shall provide its standard terms and conditions of sale of materials to the Principal. The Principal will not insist on MSTC for any deviation from standard terms of sale of MSTC.

#### 7.0 सूट की हैंडलिंग / HANDLING OF SUITS:

चूँकि एमएसटीसी केवल प्रिंसिपल की ओर से निष्पादन की सामग्री की नीलामी करने / सेवा प्रदाता के रूप में कार्य करेगा. प्रिंसिपल, जो सामग्री का स्वामी / विक्रेता है, यदि बोलीदाताओं / खरीदारों द्वारा सूट/ कानूनी मुकदमे बाजी का आह्वान किया जाता है, जिसमें MSTC को पार्टी बनाया गया हो या न भी बनाया गया हो, ऐसे मामलों का निपटान प्रिंसिपल द्वारा विशेष रूप से किया जाएगा। प्रिंसिपल के सक्षम अधिकारियों को एकमात्र पंचाट नियुक्त करने की भी आवश्यकता होगी यदि कोई विडर / ग्राहक प्रासंगिक ई-ऑक्शन क्लॉज के संदर्भ में इस तरह की नियुक्ति के लिए अनुरोध करात है. यदि कोर्ट केस एमएसटीसी की गलती पर उत्पन्न होता है, तो जिम्मेदारी एमएसटीसी की होगी।

Since MSTC will only act as Selling Agent/Service Provider to the Principal who is the Owner/ Seller of the materials, all litigations including arbitration, if any invoked by the Bidders/Buyers shall be exclusively dealt with by the Principal irrespective of whether MSTC is joined in such proceedings as party or not. It shall be responsibility of the Principal to handle all suits/legal proceedings including arbitration that may initiated by or against any buyer/bidder and to defend itself in all such proceedings at its own costs and expenses. The competent officials of the Principal shall be also required to appoint the Sole Arbitration in case request for such appointment is made by Bidder/ Customer in terms of the relevant e-Auction Clauses. If court case arises on the fault of MSTC, then responsibility will be of MSTC.

  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

बाले एम.एस.टी.सी. लिमिटेड / For MSTC LIMITED  
  
रेणू पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

### 8.0 FORCE MAJEURE / अप्रत्याशित घटना :

यदि इस समझौते के तहत किसी भी पक्ष के या पूरे पक्ष में किसी भी युद्ध, नागरिक हंगामा, तोड़फोड़, आग, बाढ़, विस्फोट, महामारी, हमले, लॉक-आउट, आदि के द्वारा किसी भी दायित्व का प्रदर्शन रोका या देरी किया जाता है, या भगवान के कृत्यों (बाद में "घटनाओं" के रूप में जाना जाता है) बशर्ते किसी भी ऐसी घटना के होने की सूचना, प्रभावित पक्ष द्वारा, प्रभावित होने की तिथि से 21 (इक्कीस) दिनों के भीतर दूसरे पक्ष को दी जाती है, ऐसी घटनाओं के कारण दोनों पक्षों के पास इस तरह के गैर-प्रदर्शन या प्रदर्शन में देरी के संबंध में दूसरे के खिलाफ नुकसान के लिए दावा नहीं होगा।

If the performance of any obligation under this Agreement, in whole or in part by either Party, be prevented or delayed by reason of any war, civil commotion, sabotage, fires, floods, explosions, epidemics, strikes, lock-outs, etc., or acts of God (hereinafter referred to as "events") provided notice of happening of any such eventuality is given by the affected Party to the other within 21 (twenty one) days from the date of occurrence thereof, neither Party shall by reason of such events have an claim for damages against the other in respect of such non-performance or delay in performance.

### 9.0 ARBITRATION / APPLICABILITY OF LAWS कानून / कानून की अर्हता :

केंद्रीय सार्वजनिक क्षेत्र उद्यमों (सीपीएसई) / पोर्ट ट्रस्टों के बीच और सीपीएसई और सरकारी विभागों / संगठनों के बीच वाणिज्यिक समझौते के प्रावधानों की व्याख्या और ) आवेदन से संबंधित किसी भी विवाद या अंतर की स्थिति में रेलवे, आयकर, सीमा शुल्क से संबंधित विवादों को छोड़कर, ऐसे विवाद या अंतर को एएमआर सीडी के माध्यम से समाधान के लिए किसी भी पक्ष द्वारा लिया जाएगा जैसा कि डीपीई ओ एम नंबर 4 (1) / 2013- डीपीई (जीएम) / एफटीएस -1835 दिनांक 22 मई 2018 को उल्लिखित है।"

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018"

### 10.0 INTEGRITY PACT / अखंडता संधि:


पूर्ण पारदर्शिता लाने के लिए, विक्रेता / सेलर/ प्रिंसिपल और एमएसटीसी दोनों इस्पात मंत्रालय, भारत सरकार द्वारा प्रसारित "अखंडता संधि" के सभी प्रावधानों का पूर्ण अनुपालन सुनिश्चित करने के लिए प्रतिबद्ध है, यह अखंडता संधि एम् इस टी सी की वेबसाइट पर उपलब्ध है। उक्त वफादारी संधि इस समझौते का हिस्सा और पारसल बनेगी।


In order to bring out absolute transparency, both the Principal and MSTC hereby commits to ensure full compliance of all the provisions of the "Integrity Pact" as circulated by Ministry of Steel, Govt. of India, which is available on the website of MSTC Ltd. The said Integrity Pact will form part and parcel of this agreement

### 11.0 PREVAILING LANGUAGE / प्रचलित भाषा:

किसी भी संघर्ष के मामले में, समझौते का अंग्रेजी संस्करण प्रबल होगा।

In case of any conflict, the English version of the agreement shall prevail.


  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

शास्त्रे एम.एस.टी.सी लिमिटेड / For MSTC LIMITED  
  
रेणू पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

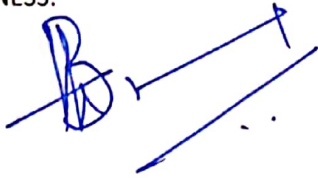
जिसकी भी गवाही में उपरोल्लिखित दिन, महीने और साल को दोनों पक्ष के प्रतिनिधि हस्ताक्षर करते हैं  
IN WITNESS WHEREOF the Parties hereto have subscribed their respective hands on the day, month and  
year first above written.

हस्ताक्षरित और वितरित  
महाविद्यालय शिक्षा आयुक्त  
तेलंगाना, हैदराबाद  
के लिए और की तरफ से

Signed and delivered  
For and on behalf of  
Commissioner of Collegiate Education,  
Telangana, Hyderabad


  
JOINT DIRECTOR  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

गवाह:  
WITNESS:

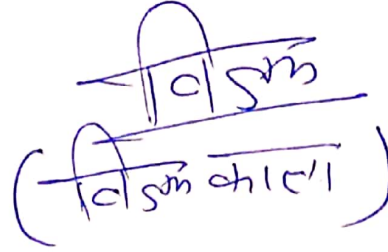


हस्ताक्षरित और वितरित  
एमएसटीसी लिमिटेड के लिए और की तरफ से

Signed and delivered  
For and on behalf of MSTC Limited

  
रेंगू पुरुषोत्तम / (RENU PURUSHOTTAM)  
शाखा प्रबंधक / Branch Manager

गवाह:  
WITNESS:





**Memorandum of Agreement**  
**between**  
**Commissionerate of Collegiate Education,**  
**Government of Telangana**  
**&**  
**Spoken Tutorial Project**  
**IIT Bombay**





## **Memorandum of Agreement**

This Memorandum of Agreement is made between

**Commissionerate of Collegiate Education, Telangana (CCETS)**

and

**Spoken Tutorial Project, IIT Bombay (ST- IIT Bombay)**

The Commissionerate of Collegiate Education is created to promote quality education, giving special attention to the areas located in backward and rural areas. It also strengthens the women education at undergraduate level and works towards educational opportunities for weaker sections of the society.

The Spoken Tutorial project developed by IIT Bombay for MHRD, Government of India is the initiative of the National Mission on Education through Information and Communication Technology (ICT), launched by the Ministry of Human Resources and Development, Government of India. The uses of spoken tutorial is to advocate and popularize numerous Open Source software and their utilization.

Spoken tutorial project intends to provide opportunity to conduct software training from ST-IIT Bombay to all the Government Degree Colleges (GDCs) in Telangana state. As the programme is funded by the National Mission on Education through ICT, MHRD, Government of India it charges a nominal annual User Fee of Rs.25000/year/college. The program will provide the following benefits to the students of GDCs under purview of CCETS-

1. Students and Teachers receive hands on training through a particular FOSS (Free and Open Source Software) like Linux, Scilab, LaTeX, PHP & MySQL, Java, C/C++, Libre Office etc. The students who complete the required training hours will be awarded Certificates by Spoken Tutorial Project, IIT Bombay.
2. The training enhances IT, Software skills and employability for the students and any number of students and faculty can take any number of courses and Certificates in a year with User Fee of Rs. 25000/year/college.

**The Commissionerate of Collegiate Education (CCE), Telangana State and Spoken Tutorial Project, IIT Bombay** does hereby agree to the following broad terms of cooperation as under:

**Commissionerate of Collegiate Education shall-**

- Identify a Chief Central Co-ordinator from the department who will actively work and co-ordinate with Spoken Tutorial team, IIT Bombay to roll-out and introduce the project into all degree colleges in the state.
- Put up the signed agreement note on the CCE website along with Spoken Tutorial site link and Telangana training manager Ms. Swati Dongardive's contact details and issue notifications to all the Principals of Government Degree Colleges to make the Payment through NEFT, introduce and roll-out the Spoken Tutorial based software training in colleges.
- Conduct a Master training program for a faculty member in each GDC through Faculty Development Training Program for running Software training SELF learning way in their respective Colleges as one of the initiatives under capacity building.
- Offer General IT Skills package in Telugu also.
- Issue circular to all the GDCs to introduce and roll-out the Spoken Tutorial based software training in the GDCs.
- Have a monitoring system on department's website [ccets.cgg.gov.in](http://ccets.cgg.gov.in) to track the progress made by the different colleges, suggest bi-monthly reports from colleges to CCE and ST, IIT Bombay.

**The Spoken Tutorial Project, IIT Bombay shall-**

- Work as a mentor for the GDCs in the Telangana State.
- Support the training and execution by CCE by providing manuals and continuous guidance at the unit level that is the Government Degree College.
- Nominate a Representative who will work with the Faculty Development Training Program in CCE.

- Provide guidance and learning path for progressively higher levels of learning through advanced courses.
- Provide the knowhow and course content material that includes CDs/DVDs, online material, instruction sheets and any other training material related to the GDCs.
- Issues Completion Certificates, who undergo training and qualifies the Online assessment test
- Participation Certificates shall be issued to the students who undergo the training and do not take the online test.
- Provide the promotional materials like posters, brochures, leaflets, banners etc. to the CCETS and the GDCs in TS.


### **General**

- This agreement is for a duration of one year from the date of signing and can be renewed and modified from time to time if necessary, based on mutual consent.
- IIT Bombay-ST permits the colleges with less than 100 number of students to learn along with nearby college students and will not expect the User Fee of Rs.25000/college/year.
- The interpretation of any clause will rest with CCE TS.

Now based on the above mentioned promise(s), the parties put their signatures on this MoA on 19.02.2019.

  
Academic Guidance Officer

Commissionerate of Collegiate Education  
Government of Telangana

  
National Coordinator Training  
Spoken Tutorial Project, IIT Bombay