

ഭരണഭാഷ - മാതൃഭാഷ

**വ്യാവസായിക പരിശീലന വകുപ്പ്**  
(കേരള സംസ്ഥാനം)

KSHB Building, ശാന്തിനഗർ, തിരുവനന്തപുരം - 01

**ട്രെയിനിംഗ് ഡയറക്ടറുടെ നടപടിക്രമം**  
(നിലവിൽ: കെ.ബിജു. ഐ.എ.എസ്)

**വിഷയം:-**വ്യാവസായിക പരിശീലന വകുപ്പ് - പ്ലാനിംഗ് - ബയോമെട്രിക് അറ്റൻഡൻസ് ഉപകരണങ്ങളുടെ പരിപാലനം -  
**മെ. കെൽട്രോണുമായി ഉടമ്പടി വയ്ക്കുന്നത് - സംബന്ധിച്ച്.**  
**സൂചന:-** മെ.കെൽട്രോൺ, തിരുവനന്തപുരത്തിന് 26/09/2016 ന് നൽകിയ വർക്ക് ഓർഡർ.

**ഉത്തരവ് നമ്പർ: ഐ2/13151/15(2) തീയതി 24/12/2016**

വകുപ്പിന്റെ കീഴിലുള്ള സ്ഥാപനങ്ങളിൽ സ്ഥാപിച്ചിട്ടുള്ള ബയോമെട്രിക് അറ്റൻഡൻസ് ഉപകരണങ്ങളുടെ കേടുപാടുകൾ തീർക്കുന്നതിനും പരിപാലിക്കുന്നതിനും മെ. കെൽട്രോൺ, തിരുവനന്തപുരത്തിന് 26/09/2016 ൽ വർക്ക് ഓർഡർ നൽകിയിട്ടുണ്ട്. ഇതു പ്രകാരം ബയോമെട്രിക് അറ്റൻഡൻസ് ഡിപ്പാർട്ട്മെന്റ് സ്ഥാപിച്ചിട്ടുള്ള വകുപ്പിലെ എല്ലാ സ്ഥാപനങ്ങളും മെ.കെൽട്രോണുമായി ബയോമെട്രിക് അറ്റൻഡൻസ് ഉപകരണങ്ങളുടെ പരിപാലനത്തിന് എഗ്രിമെന്റ് വയ്ക്കാൻ അനുമതി നൽകി ഉത്തരവാകുന്നു. മാതൃകാ എഗ്രിമെന്റ് അനുബന്ധമായി ചേർത്തിട്ടുണ്ട്.

മേൽ പറഞ്ഞ പ്രകാരം ബന്ധപ്പെട്ട സ്ഥാപനമേധാവികൾ എഗ്രിമെന്റ് വച്ചതിനുശേഷം വിവരം യഥാസമയം ഡയറക്ടറേറ്റിൽ അറിയിക്കേണ്ടതും തൃപ്തിപ്പെടുകൾ സ്വീകരിക്കേണ്ടതുമാണ്.

(ഒപ്പ്)  
**ട്രെയിനിംഗ് ഡയറക്ടർ**

**സർകിൾത്താവ്,** വകുപ്പിന്റെ കീഴിലുള്ള എല്ലാ സ്ഥാപനമേധാവികൾക്കും  
കോഡ്: CA to DT/CA to AD/ CA to JDT/ FO/AO/SSI/JS(B)/JS(E)/SF

//അംഗീകാരത്തോടെ//



**സീനിയർ സൂപ്രണ്ട്**

## AGREEMENT

THIS DEED OF AGREEMENT made on this the ..... day of ..... Two Thousand Sixteen at Thiruvananthapuram, Kerala State BETWEEN The Principal, Government Industrial Training Institute \_\_\_\_\_, having Head Office at Directorate of Training, Housing Board Building, Thiruvananthapuram (hereinafter called the "The Government") which expression shall, where the context so admits or implies, be deemed to include his successors-in-office or assigns) of the ONE PART AND, M/s Kerala State Electronics Development Corporation Ltd. (KELTRON) a Government of Kerala Undertaking represented by Shri. S Krishna Warriar, Deputy General Manager (SSG), Keltron Equipment Complex, Karakulam, Thiruvananthapuram having its registered office at Keltron House, Vellayambalam, Thiruvananthapuram registered under the companies act of 1956 (Hereinafter called "KELTRON", which expression shall where the context so admits or implies, be deemed include its succors and permitted assigns), on the OTHER PART;

AND WHEREAS Keltron is pleased to accept the particulars stipulated in the **Order No:** ..... **dated** ..... for the repair / replacement of Biometric Attendance System (Detailed list of equipments with price mentioned in clause No. 9 of this Agreement) which was installed by "KELTRON" (which shall form this agreement as incorporated herein in respect of the details and terms & conditions mentioned in the Order).

### **NOW THESE PRESENTS WITNESS AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
  - i. Proposal No. KECM/SSG/F2(T)523/2015-16/2253 dated 22-02-2016 submitted by KELTRON for the "Service and Rectification of Biometric Attendance Management System at different subordinate office under the department (ITI/RIC/RD/STI)".
  - ii. Letter No. KECM/SSG/F2(T)523/2015-16/2296 dated 10-03-2016.
  - iii. Work Order No. **I2/13151/15(1) dated 20.09.2016** issued by The Director, Industrial Training Department.

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above, this Agreement being the controlling document, unless otherwise specifically agreed by the parties in writing.

## 2. Scope of Work

- The Scope of work shall in general supply, installation, servicing and rectification of Biometric Attendance System in Directorate/ ITI as per the work order **I2/13151/15(1) dated 20.09.2016**.
- KELTRON will replace / repair the faulty Biometric Attendance system at the cost as specified in Clause No. 9.

## 3. Commencement Date

KELTRON shall start the repair / replacement of the Biometric Attendance system within 2 weeks from the date of signing of this Agreement and the work shall be completed within 2 months.

## 4. Payment Terms

- All payments to KELTRON for the supplies and service will be made after scrutiny of the Invoice.
- 100% payment within 15 days by the Government from the date of repair of biometric attendance system for actual item / quantity replaced as per cost in clause no. 9 of this Agreement.
- Payment in favour of **"KELTRON, TRIVANDRUM"** by DD/Cheque/NEFT/RTGS.

<b><u>BANK DETAILS FOR NEFT / RTGS PAYMENT</u></b>	
Contractor's name as per account	Kerala State Electronics Development Corporation Ltd., (KELTRON)
Type of account	CURRENT ACCOUNT
Contractor's Account No.	10183255263
BANK'S NAME	STATE BANK OF INDIA
BRANCH'S NAME	COMMERCIAL BRANCH
BANK'S MICR CODE	695002021
IFSC CODE FOR NEFT / RTGS	SBIN0004350

## 5. Warranty

Warranty is for all the hardware items for any manufacturing defects only from the date of repair/replacement. The warranty will be void for the defects arise from low/high voltage, physical damages, lightning, thunder, power failure, flood, fire, water, other natural calamities, riot, strike, misuse, unauthorized service, theft etc. The warranty will cover the entire biometric attendance equipment (Reader/UPS) for three months after the repair/service is carried out. Please note that the warranty is applicable only for the repaired units.

## 6. Regulatory Compliance

The Director / Principal will obtain and maintain the system, at its cost, all governmental licenses, approvals, authorizations, and permits regulating KELTRON as a services provider as required from time to time.

## 7. Liability

Neither party shall be liable to the other for any delay or delays or failure or deficiencies in the performance of their obligations or services to be provided under this agreement due to causes, contingencies beyond reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods other natural calamities, strike and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared.
- Accidents or disruptions including, but not limited to fire and explosions.
- However suitable security measures have to be incorporated to ensure the security and safety of devices and software.

8. Requests for enhancement of rates once accepted will not be considered except where Government has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale of other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the Government in any manner whatsoever unless such terms have been expressly accepted by the Government in writing.

9. The contractor agrees to supply the different items /works at the rate as shown below (Table-I).

**Table-I**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit Rate*</b>
1	Suprema Attendance Reader – Biolite Net (BLN-OC)	1 No.	34,420.00
2	Sensor module- Suprema optical sensor module	1 No.	5,760.00
3	Mother Board for BLN-OC	1 No.	6305.00
4	I/O Board for BLN-OC	1 No.	5747.00
5	LCD display module for BLN-OC	1 No.	3612.00
6	Keypad for BLN-OC	1 No.	1491.00

7	Metal Enclosure for BLN-OC	1 No.	2500.00
8	RF Mifare board for BLN-OC	1 No.	5456.00
9	Glass for metal enclosure	1 No.	200.00
10	12 V UPS's mother board	1 No.	2000.00
11	12 V UPS's indicator board	1 No.	200.00
12	12 V UPS's power adapter	1 No.	250.00
13	12 V, 7 AH battery	1 No.	800.00
14	8-Port network switch – 10/100 Mbps	1 No.	700.00
15	Power adapter for 8-port network switch	1 No.	200.00
16	CAT 6 UTP LAN cabling, including cable	1 meter	145.00
17	3 core power cabling, including cable	1 meter	140.00
18	Fixing of casing and capping including material (2 meter each)	1 No.	75.00
<b>19</b>	<b><u>Training &amp; documentation charge for the system</u></b>	<b><u>Lot</u></b>	<b><u>2500.00</u></b>
<b>20</b>	<b><u>Additional visiting charge per person per day</u></b>	<b><u>Lot</u></b>	<b><u>2500.00</u></b>

\* All the rates are inclusive of taxes. The service charges extra applicable, as quoted in the proposals KECM/SSG F2 (T) 523/2015-16/2253 dated 22.02.2016 and 2296 dated 10.03.2016.

10. KELTRON agrees that time is the essence of this contract.

11. (a) If KELTRON defaults in the supply of all or any of the articles correctly and promptly as above the Purchaser is at liberty to procure the same from elsewhere without cancelling the contract as whole. If the Purchaser incurs, in thus procuring such materials a higher cost than the agreed rate such excess cost may be deducted by the Purchaser from the contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Purchaser.

(b) If KELTRON fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery of performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

12. The following pre-requisites shall be provided by the Government for the smooth functioning of system. Failure to ensure the below, shall delay the completion of the work and may require additional visit, which will be charged at extra cost.

- 2 Mbps minimum Broadband internet connectivity at the RD's / ITI's / RIC's for connecting the system with server hosted at Directorate and for providing immediate support for the AMS system.
- The real-time updation of the attendance data with the server is subject to the performance of the network connectivity by the ISP.
- The respective RD's / ITI's / RIC's /Directorate/AVTS/SUIT shall ensure earth to neutral voltage will be maximum 5 V only.
- The Principal/ Head of Govt. ITI/ RIC/RD/Directorate/AVTS/SUIT \_\_\_\_\_ have to depute a nodal officer with computer proficiency for liaising & monitoring of attendance system.
- For monitoring AMS data, a computer is under the scope of the RD's / ITI's / RIC's /Directorate/AVTS/SUIT.
- The Government shall ensure the working condition of Static IP which is provided at Directorate.
- In case, the system is not repairable, the same shall be communicated to the government. The replacement shall be done on receiving the necessary approvals.

### 13. **GENERAL CONDITIONS**

#### **A. Assignment**

This Agreement shall not be assigned, novated or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, novation or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

#### **B. Amendment**

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of all Parties, specifically referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any Party to insist upon performance of any provision of this Agreement, or to exercise any right,

remedy or option provided herein, shall not be construed or deemed as a waiver of the right to assert any of the same at any time thereafter.

**C. Governing Law**

This Agreement shall be governed by and construed in all respects in accordance with the laws of India.

**D. Dispute Settlement**

Any dispute, controversy or claim or difference of any kind whatsoever arising between the Teaming Partner(s) and KELTRON, out of or in relation to this agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion.

In the event that the Disputing Parties are unable to resolve the Dispute through negotiation within 30 days after service by a Disputing Party a Request, then the Dispute shall be resolved and finally settled by arbitration under the Arbitration and Conciliation Act, 1996 (the "Arbitration Act") by a panel of three arbitrators, one of whom shall be appointed by The Government, one by KELTRON and the third arbitrator shall be appointed by the two arbitrators appointed by The Government and KELTRON. In the event the two arbitrators appointed by the Director/Principal and KELTRON are unable to reach such mutual agreement as to the third arbitrator, then the appointment must be made in accordance with the Indian Arbitration and Conciliation Act 1996.

The place of Arbitration shall be Thiruvananthapuram and all the arbitration proceedings shall be conducted in the medium English.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

**E. Force Majeure**

Unless otherwise provided in this Agreement, the Parties shall not be liable for failures or delays in performing their obligations arising from any cause beyond their control, including but not limited to acts of God, acts of any civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots terrorist activities, earthquakes, storms, typhoon and floods. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof.

IN WITNESS WHEREOF the Contractor and Shri .....  
for and on behalf of the Governor have here unto set their hands.

Signed, sealed and delivered by (Contractor)

S. Krishna Warriar  
Dy. General Manager (HEAD-SSG)  
Keltron

In the presence of Witnesses:

1. Rajesh G (Manager)  
Keltron

2. Rajeev M (Sr. Engineer)  
Keltron

Signed sealed and delivered by Shri/Smt .....  
For and on behalf of the Government of Kerala

In the presence of witnesses:

1

2