"അമ്മാപുരിക മരുന്നോരുകൾ പാപ്പ്
(കൊടുകുമാരായ)
KSHB Building, കൊടുമാരായ, കൊയതോമാർപന - 01

ഉജ്ജവലിൽ പ്രവാഹിക്കുന്ന ഉദ്യോഗ
(കാര്യപ്രവൃത്തി: ഓ.സീ.സായൻ. ഓ.സി.സായൻ)

കാര്യാലയ - ഉജ്ജവലിക മരുന്നോരുകൾ പാപ്പ് - കൊടുമാരായ - മാൻസാമ്യ മരുന്നോരുകൾ പ്രവാഹിക്കുന്ന ഉദ്യോഗങ്ങൾ

വംശഭൂമി - അധ്.കൺമൺലേസ്, കൊയതോമാർപനത്തിൽ 26/09/2016 നാം അടർത്തി നാം കൊടിമാരായ.

ധർമ്മ നമസ്കാര: ഡി.സി.2/1315115(2) തലവട്ടി 24/12/2016

നമ്പർ- കരിമൂർ ഉജ്ജവലിക മരുന്നോരുകളിൽ പ്രവാഹിക്കുന്ന ഉദ്യോഗങ്ങളുടെ കാരണങ്ങളിൽ വിശദീകരിക്കുന്നു മാൻസാമ്യ മരുന്നോരുകൾ പ്രവാഹിക്കുന്ന ഉദ്യോഗങ്ങളുടെ അടിവാരം വിശദീകരിക്കുന്നു.

കാര്യാലയ - അധ്.കൺമൺലേസ്, കൊയതോമാർപണത്തിൽ 26/09/2016 നാം അടർത്തി നാം കൊടിമാരായ.

എന്നെല്ലാം വിശദീകരിക്കുന്നു. അധ്.കൺമൺലേസിന്റെ വിശദീകരിക്കുന്ന ഉദ്യോഗങ്ങളുടെ കാരണങ്ങളിൽ വിശദീകരിക്കുന്നു. 

എന്നെല്ലാം വിശദീകരിക്കുന്നു.

(അവി)
ഉജ്ജവലിക മരുന്നോരുകൾ

നമ്പറുകൾ- അധ്.കൺമൺലേസ് നമ്പറുകൾ നമ്പർ മരുന്നോരുകളിൽ

0123 - CA to DT/CA to ADT/CA to JDT/FO/AO/SSI/JS(B)/JS(E)/SF

//വെല്ലരുവെയേണ്ട//

നുസാം സി.


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 Warrier, 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 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)”.


   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

i. All payments to KELTRON for the supplies and service will be made after scrutiny of the Invoice.

ii. 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.

iii. Payment in favour of “KELTRON, TRIVANDRUM” by DD/Cheque/NEFT/RTGS.

<table>
<thead>
<tr>
<th>BANK DETAILS FOR NEFT / RTGS PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s name as per account</td>
</tr>
<tr>
<td>Type of account</td>
</tr>
<tr>
<td>Contractor’s Account No.</td>
</tr>
<tr>
<td>BANK’S NAME</td>
</tr>
<tr>
<td>BRANCH’S NAME</td>
</tr>
<tr>
<td>BANK’S MICR CODE</td>
</tr>
<tr>
<td>IFSC CODE FOR NEFT / RTGS</td>
</tr>
</tbody>
</table>

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

* 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.
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/SUIIT shall ensure earth to neutral voltage will be maximum 5 V only.

- The Principal/ Head of Govt. ITI/ RIC/RD/Directorate/AVTS/SUIIT 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/SUIIT.

- 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 Warrier  
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