

MIT-6/18676/TC/2010

Transport Commissionerate,  
Kerala, Thiruvananthapuram  
Dated – 22/01/2014

From,  
The Transport Commissioner  
Thiruvananthapuram

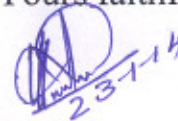
To,  
1) All Deputy Transport Commissioneraters  
RTO's & Sub RTO's  
  
2) The General Manager  
Security & Surveillance Group  
Keltron Equipment Complex  
Karakulam, Thiruvananthapuram.

Sir,  
Sub :- Motor Vehicle Department – Biometric Attendance  
Management System – Annual Maintenance Contract –  
Signing of Agreement – Reg.

Ref:- 1). G.O (MS) NO.315/10/GAD dated 13/09/2010.  
2). Work Order No. MIT6/18676/TC/2010 dated 25/11/2011.  
3). KECM/SSG/F2(T) 178/2011-12 dated 08/07/2013.  
4). Fast Project Monitoring Committee dated 19/11/2013.

I may invite your attention to reference cited. I am forwarding here with a copy of agreement signed for annual maintenance contract in respect of Transport Commissionerate Office and All Deputy Transport Commissionerate Offices, Regional Transport Offices and Sub Regional Transport Offices. You are requested to take proper follow up action and furnish detail report urgently.

Yours faithfully



Joint Transport Commissioner  
For Transport Commissioner



ISO 9001 : 2008 Certified Company

**KERALA STATE ELECTRONICS  
DEVELOPMENT CORPORATION LTD.**

(Government of Kerala Undertaking)



ACC.No.M4151008 IK



**Security & Surveillance Group  
Keltron Equipment Complex**

Karakulam-695 564  
Thiruvananthapuram  
KERALA, INDIA.

Phone : 0472-2888457, 2888999  
Fax : 0472-2888736  
E-mail : keccyb@md2.vsnl.net.in  
keccyb@gmail.com  
Website : keltron.org

KECM/SSG/F2(T)178/2013-14/510

December 17, 2013

The Transport Commissioner  
Motor Vehicles Department  
Thiruvananthapuram

Sir,

Sub: Annual Maintenance Contract (AMC) for Biometric Attendance  
Management System – Submitting Agreement & Invoice Reg.

Ref : Order No. MIT-6/18676/TC/2010 Dated 09.12.2013

With reference to the above order, we herewith enclosed the below for your kind  
consideration against the Annual Maintenance Contract (AMC) for Biometric Attendance  
System.

1. Agreement in ₹.100/- original Stamp Paper.
2. Invoice No. SSG/F2(T)178/483/2013-14 Dated 17.12.2013 for ₹.9,60,696/-

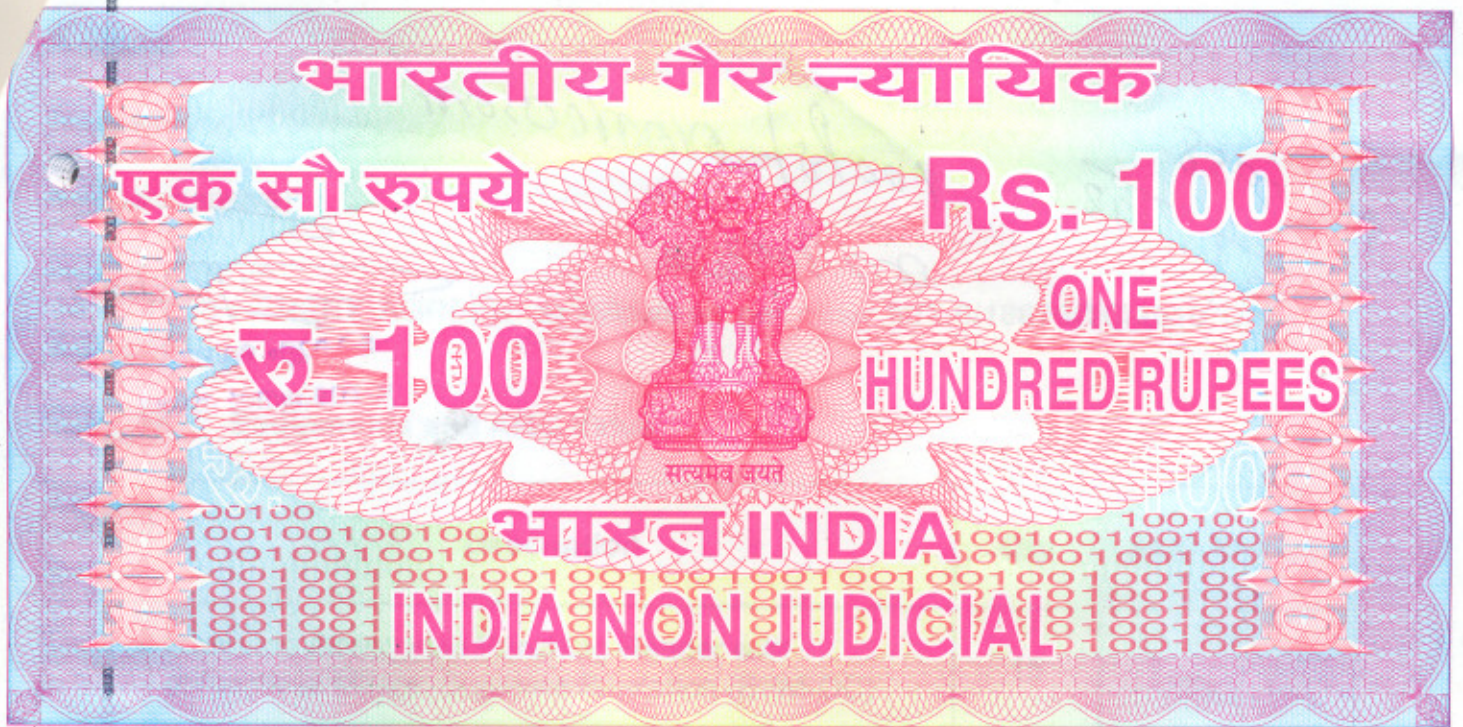
We kindly request the department to accept the same and release the payment at the  
earliest.

Thanking you,

Yours faithfully,  
For KERALA STATE ELECTRONICS  
DEVELOPMENT CORPORATION LTD.,

BEENA MATHEW  
CHIEF GENERAL MANAGER





भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

കേരളം केरल KERALA

AD 178376

### AGREEMENT

#### SERVICE CONTRACT

This agreement is made between M/s Kerala State Electronics Development Corporation Ltd.(KELTRON) with their registered office at Keltron House, Vellayambalam, Thiruvananthapuram" (herein referred to as The Company) and "THE TRANSPORT COMMISSIONER ,THIRUVANANTHAPURAM" (here in after referred to as the Owner)

On this the day of 17<sup>th</sup> December of Two Thousand Thirteen.

The Company Service Systems designed to perform certain specified functions and the owner has purchased the systems shown in this agreement here of and for the purpose of maintaining the said systems the company has agreed to perform maintenance/ servicing of the systems subject to the conditions herein after contained.





(comprehensive)

NOW IT IS HEREBY AGREED as follows as per order MIT-6/18676/TC/2010 Dated 09.12.2013

1. Equipments and AMC Value

SL No	Description	Qty	AMC Amount
1	Biometric Attendance Punching Reader with contactless Mifare: Suprema Biostation (BSM-OC)	15	₹.9,60,696/-
2	Biometric Attendance Punching Reader with contactless Mifare: Suprema Biolitenet (BLN-OC)	149	
3	UPS (Wall Mounted)	87	
4	Blank Mifare 1K, Smart Card	2000	
5	Personalisation & printing of smart cards	2000	
6	Card holder for Smart ID Cards	2000	
7	Lanyard with custom printing for Smart ID cards	2000	
8	Supreme Biostar Terminal Management Software	1	
9	Metal Enclosure for Biometric Reader	164	
10	Development, Supply and installation of Attendance Management Software.	1	
11	Windows 2008 Server Operating System (5 CAL) & MS SQL 2008 Database License (5 CAL)	1	
12	Installation, Training and commissioning Location	89	

2 In consideration of the maintenance charges set out in the schedule here to the company shall provide services as mentioned in this agreement. The maintenance services shall be limited to the above mentioned systems covered by this contract.



*Handwritten signature*

*Handwritten initials*





## Payment

- 3:1 The maintenance charges shall be invoiced by the company annually in advance and shall be due and payable upon receipt of the invoice by the owner.
- 3:2 The cost of spare parts used (if any provided by the company) during the maintenance/ service shall be invoiced separately at actual and shall be due and payable upon receipt of the invoice by the Owner (applicable only for non comprehensive AMC).
- 3:3 The payment shall be made by the Owner by demand Draft/Cheque addressed to Kerala State Electronics Development Corporation Ltd, Thiruvananthapuram.
- 3:4 Any statutory taxes, levies etc at the time of rendering maintenance service hereunder as levied by the Govt of India or State Government if any, shall be borne by the owner.
- 3:5 The Company reserves the right to suspend the service in the event of the owner not settling the outstanding payments due to the company.

4 This agreement shall commence on: 01.07.2013

5 This agreement shall expire on : 30.06.2014

6 This Contract is not transferable

## 7 Location

- 7:1 The company shall be informed of any change in the location of any of the owners system(s) which are subject to this agreement. Such a change of location result in increased travel cost. This shall entitle the company to raise an additional invoice on the Owner.
- 7:2 As far as possible the company Engineer will carry out the repair at owner's premises. However, in exceptional cases where the unit is to be sent to the service center/works, all arrangements for dispatch and collection shall be done by the owner at his own expenses. Any local levy or Government levy applicable in such circumstances shall be payable by the owner.

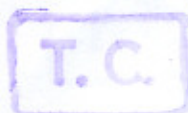
8 The company shall provide a service Engineer to visit the owners premises during the normal working hours of 8.30 AM to 4.30 PM on any working day and carryout the preventive maintenance. The owners system will be checked to ensue the system and parts are performing properly and in good condition.

9 Any emergency service accessioned by misuse or wrong operation of the equipment will be charged extra.



*[Handwritten signature]*

*[Handwritten signature]*





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*[Handwritten signature]*

*[Handwritten marks]*





10 The company shall be relieved of its obligation here in relation to the system if:

10:1 The parts of the system/systems are damaged through accident, misuse, theft, high/low voltage, natural calamities like lightning thunder, fire, water/neglect etc.

10:2 The owner employs additional attachments, features or device to the system except those specifically authorized by the Company or as specified in the system user manual or makes any alteration to the systems or carries out maintenance of the same without the knowledge of the company.

11 on receipt of intimation from the company regarding the visit of our Engineer for maintenance service the owner shall make the system available and provide all necessary to the Engineer.

12 The company shall be responsible for rendering the maintenance and repair service to the system covered under this contract, but shall not be responsible for consequential damages arising out of deliberate mishandling.

13 Force majeure: Any failure or omission to carry out the provisions of this agreement shall not give rise to any claim by the owner of company one against the other, if such failure or omission arises from an "Act of God" which shall include all acts of nature calamities such as fire, flood, earthquake hurricane or civil strikes, compliance of any statute or regulation of the Government. Lock - out and strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war (whether declared or not) , civil war or a state of insurrection.

14 In the event of any dispute as to whether the damages caused by mishandling or operational problem etc the company's decision based on the reports of the company Engineer shall be final and binding on the owner.

15 In the event of any break down, the Owner shall inform the matter to customer service Group Marketing Dept, KSEDC Ltd, Keltron Equipment Complex, Karakulam, Thiruvananthapuram – 695564.

16 Jurisdiction and Settlement of dispute

If any dispute between the parties relating to the agreement shall be settled amicably. Otherwise settled amicably the Secretary, Transport Department,



*[Handwritten signature]*

*[Handwritten signature]*  
**T.C.**





Government Secretariat, Thiruvananthapuram shall be the sole arbitrator to settle the dispute.

The courts of Thiruvananthapuram shall have jurisdiction if the dispute is not settled as above.

IN WITNESS WHERE OF the parties thereunto have set their hands to those presents in the day, month and year first above mentioned.

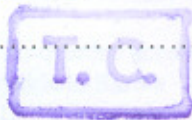
Signed by.....

PARTY ON THE FIRST PART  
In the presence of witnesses

1).....

2).....

fn 2



Signed by.....

*[Handwritten signature]*

PARTY ON THE SECOND PART

In the presence of Witnesses

1).....

*[Handwritten signature]*

S. Krishna Varma

2).....

*[Handwritten signature]*

JAYADAS. B -

