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H 492598

SERVICE LEVEL AGREEMENT

This Service Level Agreement is made and executed on this 1st day of October 2020 at Thiruvananthapuram.

BETWEEN

M/s **Kerala State Electronics Development Corporation Ltd., A Government of Kerala Undertaking** represented by Chief General Manager (I/c) (herein after referred to as '**KELTRON**' which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office or assigns) of the one part:

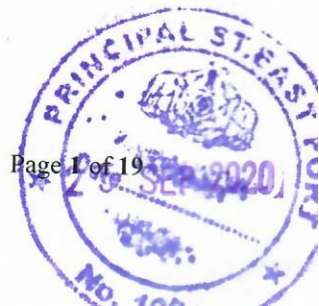
AND

SRIT India Private Limited having registered office at SRIT House, 113/1B, ITPL Main Road, Brookfield (Kundalahalli), Bangalore 560 037 represented by its Director and Member of the Board of Directors P.C. Martin (hereinafter referred as '**SRIT**', which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office or assigns) of the other part.

USHA.K
CHIEF GENERAL MANAGER (I/c)
KELTRON COMMUNICATION COMPLEX
MONVILA, KULATHOOR. P.O
THIRUVANANTHAPURAM-695 583

GL No. 14971
Issued to 28/9/2020
Value Rs. 500/-

SRIT India Private Limited Bangalore v.c.
Killippalam Vendor
K.R. Sugatha Kumari Thankachy
K.R. Sugatha Kumari Thankachy





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H 512793

'KELTRON' has executed a service level agreement with Kerala Motor Vehicle Department executed on 28th of May 2020 at Trivandrum between Managing Director, KELTRON and The Transport Commissioner, Kerala Motor Vehicle Department against the government order G.O.(Rt) No.134/2020/TRANS dated 27.04.2020 for the supply, installation, commissioning and warranty support for Fully Automated Traffic Enforcement System Based on BOOT Model for 5 years including Facility Management Services for 5 years

'KELTRON', based on the above agreement called E- tender KSEDC/KCC/CPG/ENQ/0041/20-21 dated 26-06-2020 for the Supply of different electronics modules, AIC modules, ANPRC modules, Vehicles for Mobile enforcement system, Supply Installation and commissioning of CCR, DCRs, field installation including street furniture, Software and Software Licenses on 5 year BOOT model with 5 year for which 'SRIT' have submitted an offer. 'KELTRON' through their bidding process and technical evaluation of proposals selected SRIT for implementation of the above project which includes three years warranty support from the date of project commissioning and two year AMC support and 'SRIT' shall be absolutely responsible for the supply of equipment, installation, commissioning and post implementation support to be provided by various agencies or sub-contractors, if any, engaged by them.

GL No. 28388
 Issued to 30/9/2020
 CHIEF GENERAL MANAGER (IC)
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 THIRUVANANTHAPURAM-695 583

SRIT India Pvt. Ltd. Bangalore.

Killippalam Vendor
 K.R.Sugatha kumari Thankachy

(Handwritten signature)



After the negotiation meeting with 'SRIT', KELTRON issued a LOI to 'SRIT' No. KCM/PUR/LOI/001/20-21 Dated 11.09.2020 for setting up the entire infrastructure including required civil works and five year warranty service for a period of five years at a total cost of **Rs.151,22,70,943/- (Rupees One Fifty One Crore Twenty Two Lakh Seventy Thousand Nine Hundred and Forty Three Only) inclusive of all taxes** with certain conditions, and have submitted the Security Deposit of Indian Rupees 6 (Six) Crores in the form of Demand Draft Nos. (1)245950 of SBI dated 01/10/2020 for Rs. 3 (Three) crores & (2)490248 of Federal Bank dated 01/10/2020 for 3 (three) crores favoring Kerala State Electronics Development Corporation Ltd payable at Thiruvananthapuram. The security deposit shall be refunded by 'KELTRON' after 30 days after successful completion of warranty and AMC period of 5 years.

And whereas the 'SRIT' have been pleased to accept the conditions enumerated by 'KELTRON' in the LOI issued as per No KCM/PUR/LOI/001/20-21 Dated 11.09.2020 and the E-Tender No. KSEDC/KCC/CPG/ENQ/0041/20-21 dated 26-06-2020 (ANNEXURE – 1)

NOW THEREFORE, IN CONSIDERATION OF THE AFORESAID DECISIONS, THE PARTIES HEREBY AGREED AS FOLLOWS.

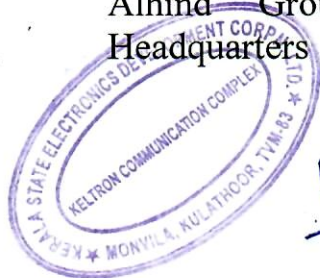
PURPOSE OF THE AGREEMENT

This agreement is for the work for the supply, installation, commissioning and warranty support for Fully Automated Traffic Enforcement System for 5 years.

SCOPE OF THE AGREEMENT

'SRIT' agrees to undertake the work on back to back basis for the Supply of different Electronics Modules, AIC Modules, ANPRC Modules, EV Vehicles for Mobile Enforcement System, Supply Installation and Commissioning of 1 CCR , 12 DCRs, field installation of different types of Automated Enforcement Systems including street furniture, Software and Software Licenses with 5 year Warranty.

1. 'SRIT' shall adhere to all the works, deliverable, project components and payment terms as is specified in the E- tender KSEDC/ KCC/CPG/ENQ/ 0041/20-21 dated 26-06-2020. SRIT has declared that it shall have M/s. Alhind Group (CIN# U63040TN1999PTC100576), having its Headquarters at Alhind Tower, Calicut as the lead subcontractor along



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with M/s. Presadio Technologies Pvt. Limited, having its Headquarters at Calicut.

2. CONTRACT DOCUMENTS

- a. 'KELTRON' E-tender No. KSEDC/ KCC/ CPG/ ENQ/ 0041/20-21 dated 26-06-2020.
- b. 'KELTRON' LOI No. KCM/PUR/LOI/001/20-21 Dated 11.09.2020.

3. DEFINITIONS

In this Agreement, unless the context otherwise requires:-

- (a) 'Agreement' means this agreement and includes all the attachments, appendices, all document incorporated by references there together with any subsequent modifications, the bid offer, the acceptance and all related correspondences, clarifications and presentations
- (b) 'Contract' is used synonymously with agreement
- (c) 'KELTRON' means Kerala State Electronics Development Corporation Limited.
- (d) 'MVD' means Kerala Motor Vehicle Department.
- (e) 'Support' means the services, which need to be provided round the clock throughout the year.
- (f) 'Installation' means the physical fixing, wiring up and providing protection from rain, dust, accidental damage etc. to the extent defined in the work order.
- (g) 'Party' means 'SRIT' or 'KELTRON', as the case may be, and "Parties" means both of them.
- (h) 'Services' means all the services required to be provided by SRIT as per the terms and conditions of the proposal and this agreement.
- (i) 'SLA' means Service Level Agreement.
- (j) 'CAPEX' means Capital Expenditure.



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(k) 'BOOT' means Build Own Operate and Transfer.

(l) 'OS' means Operating System

(m) 'Go Live' means the date as decided by the technical committee on the basis of evaluation report from the district Enforcement RTO's concerned.

4. CONTRACT PRICE AND TERMS OF PAYMENT

a. The total contract value: KELTRON do here by agree to pay to SRIT a total amount of Rs.151,22,70,943/- (Rupees One Fifty One Crore Twenty Two Lakh Seventy Thousand Nine Hundred and Forty Three Only) inclusive of all taxes.

b. Part billing shall be permitted against completion of independent services

c. Payment Terms: Quarterly payment of Rs.7,56,13,547/- (Seven Crore Fifty Six Lakh Thirteen Thousand Five Hundred and Forty Seven Only) including all taxes in 20 installments starting from first quarter after go live, provided SRIT will be required to submit the following reports (district wise) signed by the respective head of the office (Enforcement RTOs) at the end of every quarter to effect the payment:-

- (i) Performance Certificate of the last quarter
- (ii) Preventive Maintenance Report of the last quarter
- (iii) Downtime penalty statement of the last quarter
- (iv) Asset Register copy of the last quarter

5. OTHER TERMS AND CONDITIONS OF THE PROJECT

a. Completion of the project: Before March 31st of year 2021. On completion of the project, each of the sites shall be subjected to test by the Technical Committee of MVD and after having certified the same satisfactorily it shall be deemed to have been accepted by MVD.

b. Price: Contract price is all inclusive of GST and all other statutory Duties or Taxes. (Any change in GST at the time of billing is applicable).



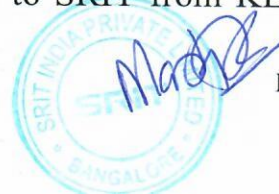
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- c. GST portion should be released to SRIT subject to the availability of input tax credit in the GST portal in the credit of KELTRON.
- d. Warranty: Is for 5 year onsite comprehensive included from the date of commissioning of the project. ie, Roll out of the project.
- e. The AMC charges for 6th & 7th year shall be at the rate of 5% of the total purchase order value excluding 4th and 5th year AMC, per annum which is not included in the purchase order. The AMC charges for 8th, 9th and 10th year shall be entered on mutually agreed terms between SRIT and KELTRON.
- f. Training: Training & Documentation for the operation of the systems will be given to KELTRON officers as required without any additional charge.
- g. Installation of Enforcement cameras: All permissions for the installation of enforcement camera systems at road side shall be provided by KELTRON/MVD without any delay.
- h. Access to VAHAN: Permission to access vehicle database from VAHAN shall be provided by KELTRON/MVD without any delay.
- i. Sufficient space for building up District & State control rooms shall be provided by MVD without delay.
- j. Permissions from other departments: KELTRON/MVD shall facilitate other department permissions if any for performing the installation work.
- k. The proposed project is for 5 years.
- l. The total project cost proposed is CAPEX and recurring cost like power charges, connectivity charges (Lease line at central control room and district control rooms) for first 3 months after project roll out only.
- m. KELTRON shall have the right to cancel the contract for any default on the part of SRIT in the due performance thereof with valid reason. The cancellation shall be made only after giving due notice to SRIT and after due process of the explanation / rectification / clarification given by SRIT.
- n. It shall be lawful for KELTRON to pay to SRIT from and out of any moneys for the time being payable or due to SRIT from KELTRON



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under this contract during installation or otherwise to set off any loss, expense, cost or damages, sustained or incurred by KELTRON by reason of the cancellation of the contract.

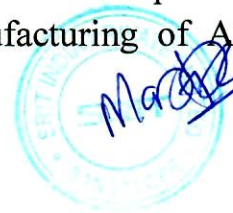
- o. SRIT will not be liable to pay penalties against service interruptions, if any, due to malfunctioning or failure caused due to any components which are not part of BOQ like Solar Panel, LiPo4 Battery, Camera Cabinet etc.
- p. SRIT agrees that any communication addressed to them may be handed over to the registered office address or may be sent to the address as mentioned in the agreement.
- q. As the OPEX portion of this project is not an integral part of this tender, there shall be no dependency for payments to SRIT for any matters whatsoever attributable to the subsequently-selected Opex vendor.
- r. The percentage of taxes and duties quoted in the proposal, if any, should be indicated clearly. If there is any reduction or increase in the percentage on the rate of taxes & duties, the same should be passed on to KELTRON.
- s. Penalty: In case SRIT could not supply as per the agreement without sufficient reasons within the specified delivery period penalty will be charged @ 0.1% per month of the balance contract value to be performed subject to a maximum of 10%. (If any problem which will be out of control of SRIT, that period will be excluded from counting the penalty).
- t. In case the contract is not completely and satisfactorily performed by SRIT, KELTRON has the right to terminate the contract at the risk and cost of SRIT.
- u. In case the number of enforcement from one camera during one month is less than 300 numbers then that cameras shall be relocated after discussion with the MVD officials.
- v. FMS billing will be totally independent and will not affect either CAPEX billing or installment collection in anyway.

6. SCOPE AND CONDITIONS OF THE PROJECT

SRIT hereby accepts the order for the Supply of different electronics modules for manufacturing of Automated Radar based Speed Violation Detection System (SVDS), Modules for manufacturing of AI Camera



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(Artificial Intelligent) based Enforcement System, Modules for manufacturing Mobile Speed Violation Detection Systems and Vehicles, Modules for Red-light Violation Detection Systems(RLVDS) and Modules for Unauthorized Vehicle Parking Detection System(UVPDS), Supply & Installation of Central Enforcement Control Room(CCR) and associated Software modules, Supply & Installation of District Control Rooms(DCR), field installation of Enforcement Systems with 5 year Warranty support.

All the Control Room Equipments & its Software, Field hardware & its software supplies shall meet the specifications as detailed in the Technical Section of the tender document.

All accessories necessary for the Commissioning, Operation and Maintenance of the supplied field hardware module & its software, Control room hardware and its software, Supply and installation of field hardware equipment are also deemed to be included in the scope of supply without any additional cost to KELTRON. License fee if any for the software other than those mentioned in the tender which may be required to operate the Equipments / Systems shall be to the Bidder's account without any extra charge.

SRIT shall provide 5 year onsite comprehensive support (3 year warranty + 2 Year AMC) for the entire systems supplied including control rooms infrastructure and shall arrange & provision all lease line required for Central Control Room, District Control Rooms, all enforcement systems 4G connections and all electricity connections required for Central Control Room, District Control Rooms and Field systems (as required). Any recurring charges shall not be scope of this agreement.

SRIT shall provide a resident engineer who is having very good experience in Network management and Data Centre management at the Central Control Room for managing the system for a period of Three years and shall provision a web based employee management system for central & remote locations.



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SRIT shall arrange to undertake all the necessary civil, electrical, plumbing and mechanical works including false ceiling, flooring, partitioning, installation of electrical components, cable laying and other necessary services to create the Non-IT/ Physical infrastructure at the central control room site and other 12 District Control Rooms as detailed in the Tender Document

The Central Control Room shall be tested for the following parameters:

1. Design and implementation of WAN Connectivity
2. Design and implementation of Application Access
3. Design and implementation of Backup & restore system
4. Desktop connectivity
5. Design and implementation of Electrical Requirements
6. Design and implementation of Cooling & Environmental Control
7. Design and implementation of Automatic multibank AC controlling system
8. Design and implementation of Smoke & Fire Detection, Prevention & Suppression requirements
9. Design and implementation of Surveillance & Physical Security
10. Design and implementation of LAN Passive Components
11. Design and implementation of Gateway level IT security
12. Successful hosting of Enforcement application
13. Training on infrastructure components supplied in the Central Control Room and District Control Rooms (12 districtheadquarters)
14. Generation of documents during design, installation, commissioning and training
15. The selected bidder is responsible for **Network Management Service**: The objective of this service is to ensure continuous operation and upkeep of the LAN & WAN infrastructure at the Central Control Room including all active and passive components. WAN link is available at all 14 District Control Rooms. For overall functioning of the system, the selected bidder shall be responsible to coordinate the WAN link related issues.



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The service to be provided for Network Management during entire 5 year period.

16. Ensuring that the network is available as per this prescribed SLA.
17. Attending to and resolving network failures and snags as per this prescribed SLA
18. Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches, and firewall-UTM.
19. Configuration and backup of network devices including documentations.
20. Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers.
21. Installation and re-installation of the network devices in the event of crash / failures.
22. Tuning of various parameters to optimize performance and to ensure industry standard QoS with customization is being delivered
23. All the data storage will be done on the SAN solution provisioned by the bidder. The backup solution shall be based on LTO tape drive
24. Backup software should be provided to check the data integrity and scheduling of backup
25. Monitoring Log maintenance and reporting of status on a regular basis during warranty period (5Years)
26. 24 X 7 support shall be provided for Central Control Room
27. Configuration/ Reconfiguration Management Services
 - a. The complete configuration including reconfiguration as and when required and engineering work order (EWO) shall be provided before any configuration / reconfiguration.
 - b. ITIL V3 based or similar Ticketing tool for SLA management
 - c. Any other equipment, hardware/software installed under the project
28. SRIT shall arrange to interface the enforcement and payment



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- management system with VAHAN.
29. SRIT shall provide the following applications/ software licenses as per tender specifications requirements.
 - a. System Device Manager
 - b. Offence Image Server Manager
 - c. ANPR Software licenses
 - d. Challan Processing Server Application
 - e. VAHAN Integration Modules
 - f. Payment Management Solution
 - g. Artificial Intelligence software license for automatic violation detection
 - h. GPS Tracking system for MSVDS Vehicle
 - i. GIS based Survey, installation, asset management and maintenance management systems
 - j. HR management software (CCR and DCRs)
 30. The proposed Automation system software and the related infrastructure component must set up at the customer defined location.
 31. The UPS units must be configured in redundancy mode and two different power paths must be made available in the Central Control Room.
 32. Access to Central Control Room premises must be restricted and monitored using adequate access control systems
 33. Minimum uptime as per the SLA must be ensured for the Central Control Room infrastructure components.
 34. Data cabling required for desktops, Printer etc. in the central & remote Control Room must be cat 6 structured cabling. Control Room WAN connectivity between Central Control Room and the 14 District Control Rooms must be provided.
 35. SRIT has to complete the work as per the time schedule proposed.
 36. SRIT shall design the required Infrastructure in line with the technical & functional requirement of the traffic automation system. The design should ensure an uptime of 99% at the central location on a quarterly basis.



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37. The server room of Central Control Room entrance and exit must be made accessible using Biometric and proximity cards.
38. The server room of The Central Control Room must be provided with redundant active distribution paths from diverse power sources using control devices.
39. Proper electrical earthing to devices in Central Control Room and 12 district Control Rooms to be provided.
40. Fire detection and suppression system must be properly installed in the Central Control Room.
41. Fire alarms are to be procured and installed in the Central Control Room.
42. SRIT must specify any additional equipment / requirement needed for any facility.
43. SRIT should specify the specifications (make, model, capacity, type etc.) while submitting the proposal.
44. If any deviation in the specification, must be informed with reason.
45. Structured data cabling and electrical cabling for Central Control Room and the 12 District Control Rooms
46. Supply of racks for mounting equipment at Central Control Room and District Control Rooms.
47. AC bank control and management system should be provided
48. Surveillance system for central and District Control Rooms should be provided
49. EPBX system with phones should be provided at Central Control Room and at 12 District Control Rooms
50. UPS systems for District Control Rooms should be provided
51. Desktops and High speed laser printer at Central Control Room and District Control Rooms should be provided
52. E- security at gateway level
53. Insurance post commissioning of the project is not in the scope of this tender.

7. SCOPE OF FIELD WORK



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- a. Supply of Cantilever / Camera Pole / Solar Panel Mount as per specifications and drawings with foundation bolt structure at specified site locations across the state
- b. Civil works for Cantilever foundation as specified.
 - i. Proper fixing of base foundation bolt structure in the foundation pit
 - ii. Proper Concrete in the ratio 1:2:4
 - iii. Foundation Bolts to be covered and protected from damage for Pole Installation
 - iv. Proper Curing of foundation
- c. Installation of CAPE / OBO Earth rods as per drawing for Cantilever and Field boxes
- d. Installation of field equipments and camera systems, radars, subsystems etc. on the installed poles, as per finished product manufactured by KELTRON.
- e. KELTRON will manufacture the products, based on various modules supplied By SRIT & components & subsystems purchased by KELTRON from elsewhere.
- f. All required field wiring, duct works as per project requirements.
- g. Electricity Meter box supply and wiring as per drawing where necessary.
- h. Electricity Connections wherever necessary
- i. 4G / ADSL/ OFC connection wherever necessary for data transmission
- j. Testing and commissioning of all camera systems
- k. Any additional work that crops up during the installation and commissioning process will also have to be done.

8. ROUTINE PREVENTIVE MAINTENANCE

- a. Periodic check of the physical status of all installations across the state for their performance as intended and maintaining the systems up to date and functional.
- b. Repair of any minor damages near installations to any accessories / poles as and when noticed, and that the Field Boxes and Camera Poles are kept free of flex, hoardings, unauthorized cables and public notices.
- c. Check that the Solar Panels alignments are correct and as installed for maximum outputs, and ensuring that there is no obstruction to solar panels from external sources like tree branches etc.



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- d. Removal and repositioning of camera Pole with all accessories to other locations as instructed by the authorities.
- e. Routine checks to ensure the camera sight is not obstructed by any tree branch, hoarding, unauthorized cabling etc.
- f. Check EARTHING periodically for correctness and availability
- g. Any other issues that may crop up now and then.

9. PERFORMANCE GUARANTEE

- a. The offer shall be inclusive of a comprehensive onsite Performance Guarantee for 5 years for all the items from the date of commissioning (Roll out). SRIT shall maintain systems and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below.
- b. Scope and Services covered under performance Guarantee:
SRIT shall provide the following services under the performance guarantee to keep the systems, peripherals, Generator and other infrastructure buildups in good working order.
 - 1. Application Support: The supply is comprehensive inclusive of Back end Applications including OS support on all the systems supplied and installed under this contract against any manufacturing defect. Any problem related with Applications shall be attended & rectified by SRIT. All required device drivers shall be provided by SRIT.
 - 2. Scheduled preventive maintenance (PM) shall be carried out once in Three Months for all systems.

10. SERVICE ASSURANCE:

SRIT shall also ensure an availability of minimum 95% for all the systems & accessories on a yearly basis. This means that all the systems & accessories covered under this performance guarantee shall be in operating condition at least on 95% of the normal working hours in a year.



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11. DOWNTIME PENALTY (against any manufacturing defect)

- (A) Downtime penalty will be charged for after 48 Hours.
- The downtime penalty will be Rs.100 per week per Field hardware unit.
 - The downtime penalty will be Rs.100 per day per Desktop computer
 - The downtime penalty will be Rs.200 per day per UPS.
 - The downtime penalty will be Rs.200 per day per Switches/Router.
 - The downtime penalty will be Rs.300 per week per Server & Storage.
 - The downtime penalty will be Rs.500 per week for backend applications
 - The downtime penalty will be Rs.1000 per day for each District Control Room shutdown.
 - The downtime penalty will be Rs.10,000 per day for State Central Control Room shutdown.
- (B) Man power (System Administrator at Central Control room for 3 years) absent on a particular day shall be treated as Downtime and the salary corresponding to number of days absence shall be deducted from the payment (except public holidays, Sundays and 12 casual leaves for one year).

12. TERMS OF PERFORMANCE GUARANTEE

- If MVD is not able to hand over the system to SRIT for maintenance purpose, such time will not be considered for the down time penalty.
- In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- SRIT is not liable for problems arising out of breakdown or services or spares cost, arising out of damages caused due to mishandling of any equipment by MVD, fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- MVD/KELTRON will keep a System Maintenance Register (at mutually agreed location) which is a record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and the total down time. This record will be signed mutually by the authorized



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officer of MVD and by KELTRON's Service Engineer.

- e. To monitor the overall performance of the project, maintenance activities and other project related matters, periodic meeting between SRIT and KELTRON shall be held at KELTRON Communications Division, Monvila, Thiruvananthapuram.
- f. The failure of performance due to failure on the part of KSEB & Data Connectivity or due to Natural Calamities, any pandemic situations, Riot, Damage due to Accident or Theft will not be liable by SRIT at any extent.
- g. The performance issue or failure due to improper handling or due to consumables will not be liable by SRIT.

13. FORCE MAJEURE:

In case of unforeseen events such as war, SRIT shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond his reasonable control. If SRIT is prevented from performing their functions under the instrument for a period longer than six months due to fire, theft, earthquake, flood, accidents, riots, lockdowns, any natural calamities or any pandemic situation etc, the SRIT's liability ceases. If a Force Majeure situation arises, the SRIT shall promptly notify KELTRON in writing on such conditions, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by KELTRON in writing, the SRIT shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Then both the parties shall discuss the course of action to be taken afterwards.

14. All the quarterly payment will only be made as per the contract on back to back basis subject to statutory deductions. Statutory deductions should be adjusted against the immediate next payment to SRIT after its incidence as per statutes. And maximum allowable delay for transferring the proportionate amount to SRIT from KELTRON after getting payment from MVD shall be 5 working days.



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15. In case SRIT fails to supply and deliver any of the said products and services within the time provided for delivery of the same or in the case the SRIT commits any breach of any of the covenants, stipulation and agreement herein contained and on his part to be observed and performed, then and in any such case, it shall be lawful for the KELTRON (If he deems fit to do so) to arrange for the purchase of the said articles and equipments elsewhere, or, on behalf of the KELTRON, by an order in writing of the KELTRON, to put an end to this contract; and in case KELTRON shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchases or by reason of this contract having been so put an end to or in case any difference in price, compensation loss costs, damages or expenses or other money shall then or at any time during the continuance of this contract be payable by the SRIT to the KELTRON under and by virtue of this contract it shall be lawful for the KELTRON from and out of any moneys for the time being payable or owing to the SRIT from the KELTRON under or by virtue of this contract or otherwise to pay and reimburse to the KELTRON all such costs damages and expenses they may have sustained, incurred or been put to, by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid; and also all such difference in price, compensation, loss, cost damages, expenses and other moneys as shall for the time being be payable by the SRIT as aforesaid.
16. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within Thiruvananthapuram City.
17. In case, where SRIT after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the KELTRON, be purchased by means of another tender/quotation or by negotiation and the loss if any, caused to the KELTRON shall hereby together with such sums as may be fixed by the KELTRON towards damages be recovered from SRIT as a debt due to KELTRON.
18. Every notice hereby required or authorized to be given may be either given to the SRIT directly or left at the firm or last known place of abode or business or may be handed over to its agent personally or may be addressed to the SRIT by post at its usual or last known place of abode or business and if so addressed and posted shall be deemed to have been sufficiently served on the SRIT on the date on which in the ordinary course of mail a letter so addressed and posted would reach his place of



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abode or business. The SRIT shall intimate the KELTRON any change in his place of business or address.

19. Jurisdiction: The validity and interpretation of this agreement shall be governed by the laws of India only. Courts located at Thiruvananthapuram in the State of Kerala alone shall have jurisdiction.
20. Resolution of Disputes: Any or all dispute between the parties will be settled amicably between the parties through mutual discussions by the signatories or their designated nominee. Failing amicable settlement, both parties agree to refer the dispute to the MANAGING, DIRECTOR, KELTRON, and if the dispute is not settled after 15 days of such referred, the aggrieved party can approach the courts.
21. Amendment: No amendments to this agreement shall be binding on either party except in writing signed by duly authorized representatives.
22. Confidentiality: Each party shall maintain the confidentiality of any information it receives from the other party that has been designated as Confidential (Confidential Information) and shall use it only for the purpose of this agreement and not any private or commercial gain. This Confidentiality obligation shall not apply to information in which recipient party can prove in writing was at the time of disclosure.
 - a. In the public domain
 - b. Lawfully in its possession and not acquired directly or indirectly from a third party under an obligation.
 - c. Furnished to the receipt without restriction by a third party having a bonafide right to do so
 - d. Public Knowledge by act or acts beyond the recipients control or
 - e. Required to be disclosed by law or pursuant to a judicial order.
23. Status of assets on completion or termination of contract: All assets deployed at the office of the MVD by the SRIT as per the proposal shall be at the disposal of the MVD and the same shall become the property of the MVD on completion or termination of the agreement.
24. Completion, testing, acceptance and delivery: The SRIT shall make all reasonable endeavors to complete the project in accordance with the proposal. No variation shall be allowed in the proposal except under circumstance subject to mutual consent of the parties to the contract. On



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completion of the project, each of the sites shall be subjected to the test by the Technical Committee and after having certified the same satisfactorily it shall be deemed to have been accepted by the MVD. Each deliverable shall be accepted by the MVD on having successfully completed the acceptance procedure.

25. All the specifications, requirements and all the conditions in the tender document **KSEDC/KCC/CPG/ENQ/0041/20-21** dated **26-06-2020** (ANNEXURE -1) is part of this agreement.

26. The agreement and annexures constitute the final and exclusive agreement between the parties with respect to subject under hereof and shall, cancel and supersede all prior or contemporaneous oral or written agreements, writings or communications in this regard. IN WITNESS WHEREOF the parties there unto have set their hands to these present on the day, month and year first above mentioned.

Smt. Usha K, for and on behalf of the Chief General Manager(I/c), Keltron Communications Division, Monvila, Thiruvananthapuram.

Signed, sealed and delivered by Smt. USHA.K

Usha K
USHA. K
CHIEF GENERAL MANAGER (I/c)
KELTRON COMMUNICATION COMPLEX
MONVILA, KULATHOOR. P.O
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In the presence of witnesses:

1. *Govakumar S.P*

Govakumar S.P

2. *BINBUN. N. T.*

BINBUN. N. T.



Director Shri. P.C. Martin, for and on behalf of the Board of Directors of SRIT, Bangalore, India.

P.C. Martin

Signed, sealed and delivered by Shri.P.C. Martin



In the presence of witnesses:

1. *Jitresh T*

2.