

15 -ാം കേരള നിയമസഭ

8 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2710

28-02-2023 - ൽ മറുപടിയ്ക്ക്

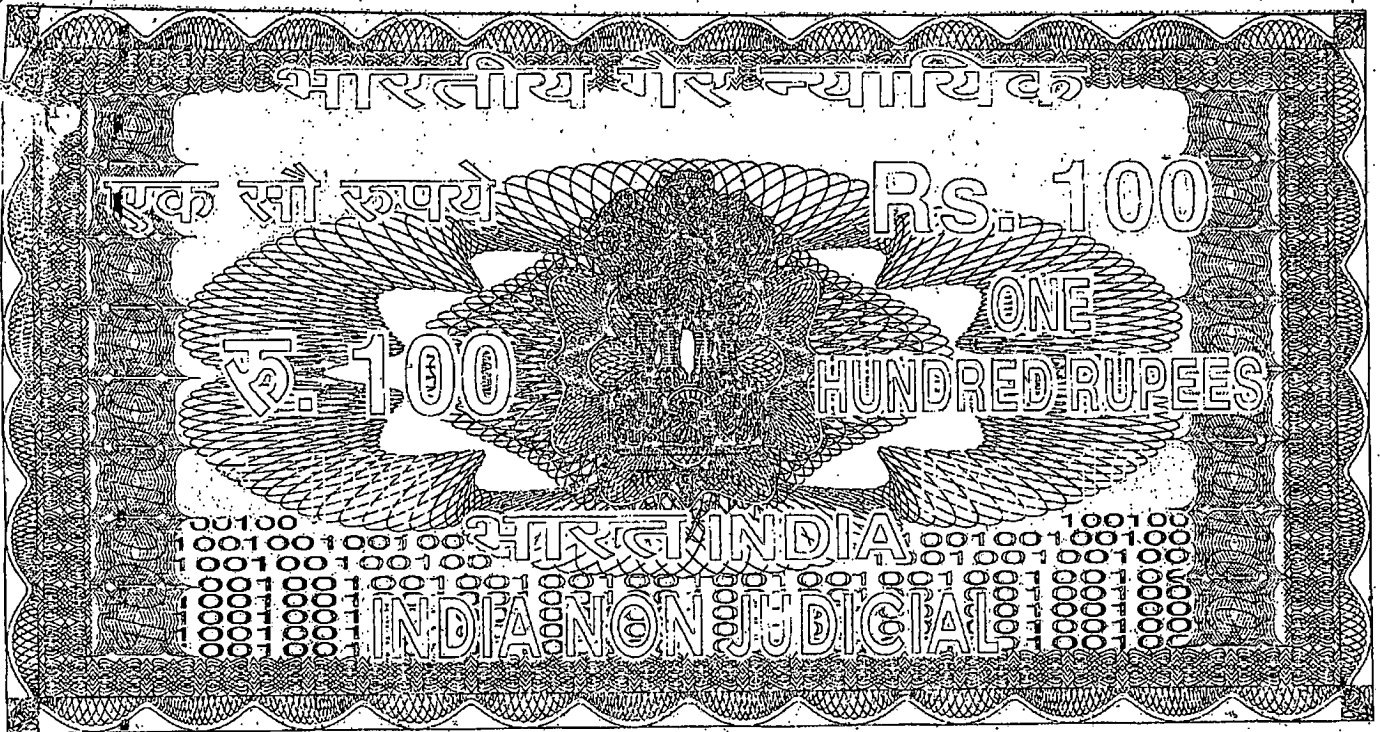
ശ്രീഡി.എം.വിഷ്ണു സീച്ചിംഗ് ക്ലാസ് റൂം പദ്ധതി

ചോദ്യം		ഉത്തരം	
ഡോ. മാത്യു കഴൽനാടൻ		ശ്രീ കെ. രാധാകൃഷ്ണൻ (പട്ടികജാതി, പട്ടികവർഗ്ഗ, പിന്നാക്ക വിഭാഗക്ഷേമവും ദേവസ്വവും പാർലമെന്ററികാര്യവും വകുപ്പ് മന്ത്രി)	
(എ)	<p>പട്ടികജാതി വികസന വകുപ്പിന്റെ കീഴിൽ പ്രവർത്തിക്കുന്ന ഐ.ടി.ഐ. കളിൽ നടപ്പാക്കിയ ശ്രീഡി.എം. വിഷ്ണു സീച്ചിംഗ് ക്ലാസ് റൂം പദ്ധതി സംബന്ധിച്ച് വകുപ്പ് ഡയറക്ടർ കരാർ ഒപ്പ് വെച്ചിട്ടുള്ളത് ആത്മാധിപതിയായി അറിയിക്കാമോ; പ്രസ്തുത കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;</p>	(എ)	<p>പട്ടികജാതി വികസന വകുപ്പിന്റെ കീഴിൽ പ്രവർത്തിക്കുന്ന ഐ.ടി.ഐ.കളിൽ നടപ്പാക്കിയ ശ്രീഡി.എം. വിഷ്ണു സീച്ചിംഗ് ക്ലാസ് റൂം പദ്ധതി സംബന്ധിച്ച് വകുപ്പ് ഡയറക്ടർ കരാർ ഒപ്പ് വെച്ചിട്ടുള്ളത് KELTRON-മായിട്ടാണ്. കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.</p>
(ബി)	<p>പ്രസ്തുത പദ്ധതിക്ക് വേണ്ടിയുള്ള പ്രൊപ്പോസൽ വകുപ്പ് ഡയറക്ടർക്ക് സമർപ്പിച്ചത് ആരാണെന്നോ ഏത് ഏജൻസിയാണെന്നോ വ്യക്തമാക്കുമോ; കരാർ ഒപ്പ് വെച്ചിട്ടുള്ള ഏജൻസിക്ക് എൻ.സി.വി.ടി. സിലബസ് പ്രകാരം വിവിധ ട്രേഡുകളിൽ ഐ.ടി.ഐ. കട്ടികൾക്ക് വേണ്ട ക്ലാസുകൾ തയ്യാറാക്കാനുള്ള സാങ്കേതിക പരിജ്ഞാനം ഉണ്ടോയെന്ന് പരിശോധിച്ചിട്ടുണ്ടോ; വിശദാംശം ലഭ്യമാക്കുമോ;</p>	(ബി)	<p>പട്ടികജാതി വികസന വകുപ്പിന്റെ കീഴിൽ പ്രവർത്തിക്കുന്ന ഐ.ടി.ഐ.കളിൽ നടപ്പാക്കിയ ശ്രീഡി.എം. വിഷ്ണു സീച്ചിംഗ് ക്ലാസ് റൂം പദ്ധതിക്ക് വേണ്ടി കെൽട്രോൺ പ്രൊപ്പോസൽ സമർപ്പിച്ചിരുന്നു. വ്യവസായിക പരിശീലന വകുപ്പിലെ വിവിധ ഐ.ടി.ഐ.കളിൽ പ്രസ്തുത പ്രോഗ്രാം കെൽട്രോൺ മുഖേന നടപ്പിലാക്കിയിട്ടുണ്ട്. പ്രസ്തുത പദ്ധതി നടപ്പിലാക്കിയത് സംബന്ധിച്ച് വ്യവസായിക പരിശീലന വകുപ്പ് ഡയറക്ടറുടെ അഭിപ്രായം ആരായുകയും വ്യവസായിക വകുപ്പിന്റെ കീഴിലുള്ള 77 ഐ.ടി.ഐ.കളിൽ എം.എം.വി, ഡി/സിവിൽ, ഇലക്ട്രീഷ്യൻ, ഫിറ്റർ, ടർണർ, മെഷ്യനിസ്റ്റ് എന്നീ ട്രേഡുകളിലും, എഞ്ചിനീയറിംഗ് ഡ്രോയിംഗ് വിഷയത്തിലും 3DM Visual Teaching Aid നടപ്പിലാക്കിയിട്ടുണ്ടെന്നും ഒരു ടച്ചിംഗ് ടൂൾ എന്ന നിലയിൽ ഗുണപ്രദമാണെന്നും സംസ്ഥാന തലത്തിൽ ഏകീകൃത രീതിയിൽ പരിശീലനം നൽകാനും വിഷ്ണു സീച്ചിംഗ് റൂമുകളിൽ ഉള്ളതിനാൽ യന്ത്രഭാഗങ്ങളെ കുറിച്ച് വിശദമായി മനസ്സിലാക്കാനും കഴിയുന്നുണ്ടെന്നും വ്യവസായിക വകുപ്പ് ഡയറക്ടർ അറിയിക്കുകയും ചെയ്തിരുന്നു. പ്രസ്തുത റിപ്പോർട്ടിന്റെ അടിസ്ഥാനത്തിൽ വകുപ്പിന്റെ ഐ.ടി.ഐ.കളിലും ടി പദ്ധതി നടപ്പിലാക്കാനുള്ള ശുപാർശ സമർപ്പിക്കുകയും, ഭരണാനുമതി നൽകുകയും വകുപ്പിന്റെ ഐ.ടി.ഐ.കളിൽ പദ്ധതി നടപ്പിലാക്കുകയും ചെയ്തിട്ടുണ്ട്.</p>

<p>(സി)</p> <p>പ്രസ്തുത കരാർ ഒപ്പ് വച്ചിട്ടുള്ള ഏജൻസിയുടെ രജിസ്ട്രേഷൻ നമ്പർ, അഡ്രസ്സ്, പ്രസ്തുത മേഖലയിലുള്ള മുൻ പരിചയം എന്നിവ വ്യക്തമാക്കുമോ?</p>		<p>(സി)</p> <p>പ്രസ്തുത ഏജൻസിയുടെ രജിസ്ട്രേഷൻ നമ്പർ : 2450 CIN: U74999KL1972SGC002450</p> <p>അഡ്രസ്സ്: കെൽടോൺ ഹൗസ്, വെള്ളയമ്പലം, തിരുവനന്തപുരം - 695 033, ഇൻഡ്യ</p> <p>മുൻ പരിചയം:</p> <p>പ്രസ്തുത ഏജൻസി മുഖേന വ്യവസായിക പരിശീലന വകുപ്പിന്റെ കീഴിലുള്ള 77 ഐ.റ്റി.ഐ കളിൽ എം.എം.വി, ഡി/സിവിൽ, ഇലക്ട്രീഷ്യൻ, ഫിറ്റർ, ടർണർ, മെഷ്യനിസ്റ്റ് എന്നീ ട്രേഡുകളിലും, എഞ്ചിനീയറിംഗ് ഡ്രോയിംഗ് വിഷയത്തിലും 3DM Visual Teaching Aid നടപ്പിലാക്കിയിട്ടുണ്ട്.</p>
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കേരളം കേരल KERALA

BM 411982

AGREEMENT

THIS DEED of Agreement executed on 3rd day of APRIL two thousand and seventeen BETWEEN the Scheduled Castes Development Department (SCDD) ITIS (hereinafter referred to as 'Purchaser' which expression shall wherever the context so permits means and includes its successors and assignee) represented by the Director on ONE PART AND the Kerala State Electronics Development Corporation Limited, a Government of Kerala Undertaking, having its registered office at 'keltron House', Vellayambalam, Thiruvananthapuram (hereinafter referred to as the 'Contractor' which expression shall unless the context does not admit, include its successors and assignee) represented by the CGM (ITBG), on the OTHER PART;

WHEREAS the Contractor has submitted proposal ITBG/SWG/ITI/161020/379 dated 20.10.16 to carry out the 3DM Visual teaching/Classroom program.

AND WHEREAS the Purchaser is pleased to accept the proposal subject to the conditions stipulated as per the the order no.T2/31510/16 dated 13/02/2017 (This shall form part of this agreement as if incorporated herein).

NOW THESE PRESENTS WITNESS AS FOLLOWS:

- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz...
 - Terms and conditions of this Agreement
 - Order No. T2/31510/16 dated 13/02/2017 from Scheduled Castes Development Department.
 - Proposal no. ITBG/SWG/ITI/161020/379 dated 20.10.16

Chief General Manager
IT Business Group,
Keltron, Vellayambalam

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17-3-17

S. Sathyanarayana

SASTHAMANGALAM
VENDOR

KSBCDC Ltd.



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BM 411983

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. The scope of services as part of this project constitutes the following:
 - The coverage of Digital Content will include Theory, Engineering Drawing, Workshop Calculation and Employability Skills.
 - Digital Content of ITI trades will be implemented as per NCVT syllabus. Current syllabus (2016-17) will be adhered. Any change in syllabus shall be updated.
 - The following popular Trades will be implemented in the ITIs under SCDD.

Sl. No	Trade	No. Of Semesters	Delivery
1	Electrician	4	Phase - 1
2	Welder	2	
3	Draughtsman Civil	4	
4	Mechanic Motor Vehicle	4	Phase - 2
5	Carpenter	2	
6	Surveyor	2	
7	Plumber	2	
8	Electronic Mechanic	4	
9	Sewing Technology	2	

Beena Mathew
 Chief General Manager
 IT Business Group,
 Kollam, Vellayambalam

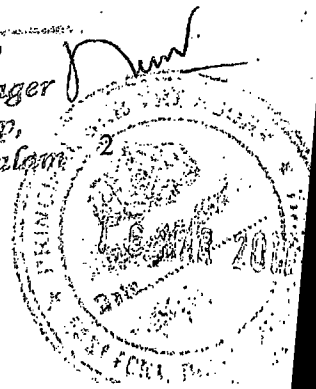
S. Sathyanangalam

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 VENDOR

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ICSEDC Ltd.



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- **Delivery** will be through DVDs to be installed in the Desktops / Laptop of each ITI with secured hardware lock. 2 Set of Master DVDs will be delivered to the Directorate and 46 Sets of copyable DVDs of each of the program for ITI's will be delivered to the concerned Regional Offices of which 44 Sets will in turn be delivered to the corresponding ITIs by the Regional Offices and the corresponding Regional Offices can keep one set each. 3DM Class Room Programme for the above listed trades is licensed to use within in 44 SCDD ITIs.
- **Training** : A training program on product usage for 5 days will be provided to the Faculties, Instructors and system professionals of ITIs (30 persons per batch) in two locations as decided by the department at free of cost. The Programme should be conducted with facilities at the venue arranged by the department. However if such training is to be conducted at more than two locations, cost of such training in additional locations will be charged extra. Refresher/ Validation training (2 days) shall be provided in every six months for the first two years.
- **Support**: Two year support shall be ensured and support can be provided for next 5 years.

➤ **Two year Technical Support:**

- Technical support for installation of the product from DVD and proper maintenance.
- Technical support for license activation.
- Upgradation of 3DM Classroom product features if any
- DVD's supply in case of issues like DVD damage and missing.
- Technical support for Installation and License activation

➤ **After Two year with AMC**

- Technical support for installation of the digital content.
- Technical support for license activation
- Upgradation of 3DM Classroom product features if any
- DVD's supply in case of requirement like DVD damage and missing.
- Technical support for Installation and License activation

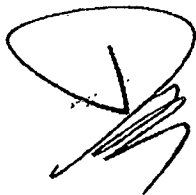
➤ **After Two year without AMC**

- DVD's supply in case of requirement like DVD damage and missing.
- You can install the digital content after two year also using ITI name

and

mail. The validation will be done through OTP (One Time Password).

- Two year support for the implementation with any syllabus change will be provided. For 3rd, 4th and 5th year, AMC (Annual Maintenance Contract) at 15 % will be charged for support and implementation if mutually agreed.
- Training charges of Rs 1, 00,000/- applicable for trainings after the warranty period of two years if mutually agreed. In such situations department needs to provide the necessary infrastructure facilities for training.
- Unlimited license can be provided for institutions on the condition that the license will be used only on the specific Institute Systems. No exception shall be provided for outside systems. License will initially be restricted to 10 per trade per Institute to be installed in their systems; however, additional licenses would be provided on specific authorization letter from the Principal of the Institute to Contractor with justification for such additional licenses to be installed.



Beena Mathew
Chief General Manager
IT Business Group
Keltron, Vellayambalam

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- Special License for instructors can be provided at a maximum of two licenses per trade per institute with an authorization letter from the Principal.
- Five licenses per trade shall be provided for regional directorates.

- **Implementation and Cost Details**

Each ITI Trade license cost is detailed below:-

Sl. No	Trade	Qty	Amount (Exclusive Of Taxes)
1	Electrician	1	Rs 16,29,268 + Taxes
2	Welder	1	Rs 7,14,634 + Taxes
3	Draughtsman Civil	1	Rs 16,29,268 + Taxes
4	Mechanic Motor Vehicle	1	Rs 16,29,268 + Taxes
5	Carpenter	1	Rs 7,14,634 + Taxes
6	Surveyor	1	Rs 7,14,634 + Taxes
7	Plumber	1	Rs 7,14,634 + Taxes
8	Electronic Mechanic	1	Rs 16,29,268 + Taxes
9	Sewing Technology	1	Free of Cost
Total (Exclusive of Taxes)			Rs 1,09,75610 + Taxes

3. Requests for enhancement of rates once accepted can be considered where Purchaser has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the proposal of the Contractor or attached with the Contractor's offer or any other letter or paper from the Contractor will not govern this contract nor bind the Purchaser in any manner whatsoever unless such terms have been expressly accepted by the Purchaser in writing.
4. The Contractor will inform the configuration of necessary hardware to the Purchaser after signing the agreement. It is the responsibility of Purchaser to arrange hardware as per specifications/ configurations prior to the installation of software. Contractor will not be responsible for any delay in project execution, due to delay in procuring the requisite hardware.
5. The Contractor agrees to complete the project milestones listed in the proposal, deliverables and services within the mutually agreed implementation period. Maintenance of milestones of implementation schedule is closely linked to prompt feedback and document acceptance by the client.
6. The Contractor agrees that time is the essence of this contract. This agreement is valid from the date of order issued by the Purchaser i.e. from and the term of this

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Seen: The Chief
Chief Manager
IT Business Group

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agreement shall be for a period of TWO YEARS from the date of execution of this agreement.

7. If the Contractor defaults in the supply of all or any of the items correctly and promptly as above, the Purchaser is at liberty to procure the same from elsewhere without canceling the contract as a whole. If Purchaser incur, in thus procuring such items at 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 offered rate over such cost to Purchaser.
8. If no formal response is given back to the Contractor within a period of 30 days after the customization of any module of the software, the software module shall be deemed as accepted by the Purchaser.
9. (a) The contractor will raise invoices according to the completed work. The purchaser shall verify the completion of the work mentioned in the invoices and release amount as per the following payment terms,
- i. 50 % as advance
 - ii. 25 % after delivery
 - iii. Balance 25 % after training


All payments to the Contractor for satisfactory supplies will be made after scrutiny of Contractor's bills by drafts or cheque(s) Or through RTGS/NEFT transfer on Reserve Bank of India, State Bank of Travancore or State Bank of India (at any of their principal branches in Kerala).

(b) The contractor will produce stamped pre-receipt/ invoices in all cases for release of payments.

10. The contractor agrees that any communication addressed to him may be handed over to him personally or place of business or may be sent by prepaid post to his address as mentioned in this deed. The acknowledgement of and all other communications regarding this order may be sent to the purchasing officer of the Purchaser who has placed the order.
11. In case the supply of the DVD's involves any defects the contractor agrees that the defects will be rectified within a reasonable time. It shall also be the duty and responsibility of the contractor to see that the deliverables are in good working condition to the satisfaction of the person duly authorized by the Purchaser on that behalf and to ensure the proper functioning of the software. In the event of the failure of the contractor to remedy the defects within the specified time or in the event of the deliverables failing to function properly during the warrantee period, the amount spent by the Purchaser and the loss sustained by the Purchaser on this account by making alternative arrangements shall be recoverable from the contractor.
12. The Contractor concords to provide imparted knowledge about the product usage to the identified users at the required level.

Beena Mathew
 Chief General Manager
 IT Business Group,
 Keltron, Vellayambalam

13. All the documents shall be kept under safe custody of IT division of the Purchaser. Training will be provided to the concerned staff to ensure the proper use and operation of the product.
14. Contractor will not disclose the contents of any documents, or transfer such knowledge of Purchaser, as revealed to Contractor during the course of the assignment, to any other organization without the prior written consent/approval of Purchaser.
15. If any dispute or difference of any kind whatsoever were to arise between the Purchaser and Contractor, the Purchaser may approach the Managing Director of Contractor. If the dispute is not settled between the Purchaser and Managing Director of Contractor within 30 days, the dispute can be referred to the Law courts in Trivandrum after giving due notice to the Managing Director of Contractor.


Beena Mathew
Chief General Manager
IT Business Group,
Kelltron, Veilayambalam

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IN WITNESS WHERE of the Purchaser, P M Ali Asgar Pasha IAS, Director, for and on behalf of the Scheduled Castes Development Department (SCDD) ITIs, and the Contractor, Smt.Beena Mathew, the Chief General Manager (ITBG) for and on behalf of Kerala State Electronics Development Corporation Ltd has hereunto set their hands.

Signed, sealed and delivered by:

(Purchaser)

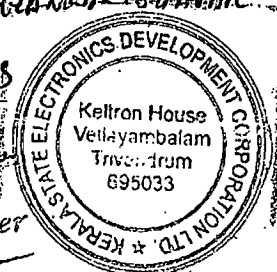
P M Ali Asgar Pasha IAS, Director for and on behalf of the Scheduled Castes Development Department (SCDD) ITIs

In the presence of witness:

1. MOUDITHY V
TRAINING OFFICER
DSED, Thiruvananthapuram
2. RAJITHA LS
Junior Supt.
Technical
DSED, TAP

Signed, sealed and delivered by:

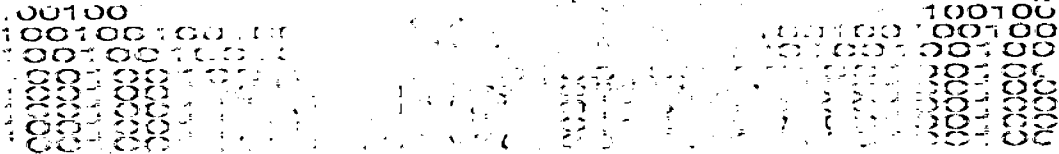
Beena Mathew
Chief General Manager
(Contractor) Business Group



Smt. Beena Mathew the CGM (ITBG) for and on behalf of KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., Thiruvananthapuram

In the Presence of witnesses:

1. Sreekanth S
Asst-Manager,
ITBG-SWA, Kelltron.
2. DEVI-S-S
Engineer,
ITBG-SWA, Kelltron.



കേരളം കേരल KERALA

BN 174804

AGREEMENT

THIS DEED of Agreement executed on 24th day of ..OCTOBER... two thousand and seventeen BETWEEN the Scheduled Castes Development Department (SCDD) ITIs (hereinafter referred to as 'Purchaser' which expression shall wherever the context so permits means and includes its successors and assignee) represented by the Director on ONE PART AND the Kerala State Electronics Development Corporation Limited, a Government of Kerala Undertaking, having its registered office at 'Keltron House', Vellayambalam, Thiruvananthapuram (hereinafter referred to as the 'Contractor' which expression shall unless the context does not admit, include its successors and assignee) represented by the CGM (ITBG), on the OTHER PART;

WHEREAS the Contractor has submitted proposals ITBG/SWG/OP/2016/050 and ITBG/SWG/OP/2016/049 dated 10.08.17 for implementing Visual Development of ITI trade practical's and AITT Examination training module as part of 3DM Visual teaching/Classroom program.

AND WHEREAS the Purchaser is pleased to accept the proposal subject to the conditions stipulated as per the order G.O.(Rt).No.2557/2017/SCSTDD dated 10/10/2017 (This shall form part of this agreement as if incorporated herein).

NOW THESE PRESENTS WITNESS AS FOLLOWS:

- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz...
 - Terms and conditions of this Agreement

S. Sohanakumari

 NO = 5658
 04-05-17
 KSEDC LTD

DIRECTOR
 Scheduled Caste Development Department
 Thiruvananthapuram-0
 Kerala

25 MAR 2017

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BN 174805

- Order No. G.O.(Rt).No.2557/2017/SCSTDD dated 10/10/2017 from Scheduled Castes Development Department.
 - Proposal no.
 - 1) ITBG/SWG/OP/2016/050 dated 10.08.17
 - 2) ITBG/SWG/OP/2016/049 dated 10.08.17

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.

The scope of services as part of this project constitutes the following:

- Development of visual rich trade practical, a series of exercises for the students to perform offline from the workshop to understand what they need to do practically in workshop.
- Examination training module to facilitate students to have mock-experience with on-line All India Trade Test.
- Delivery will be through DVDs to be installed in the Desktops / Laptop of each ITI with secured hardware lock. 2 Set of Master DVDs will be delivered to the Keltron and 2 set of master DVD'S will be delivered to the concerned Regional Offices and 1 DVD will be delivered for each ITI for the trades in the institution. The practical and Examination training module will is licensed to use within in SCDD ITIs.

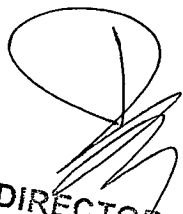
S. S. Shanab... NO = 5659
 042-05-17

REGIONAL DIRECTOR
 Scheduled Castes Development Department
 Keltron, Thiruvananthapuram-5
 Kerala

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Training : A training program on product usage for 2 days will be provided to the Faculties, Instructors and system professionals of ITIs (30 persons per batch) in four locations as decided by the department at free of cost. The Programme should be conducted with facilities at the venue arranged by the department. However if such training is to be conducted at more than four locations, cost of such training in additional locations will be charged extra. Refresher/ Validation training (2 days) shall be provided in every six months for the first two years.

- **Support:** Two year support shall be ensured and support can be provided for next 5 years.
 - **Two year Technical Support:**
 - Technical support for installation of the product from DVD and proper Maintenance.
 - Technical support for license activation.
 - DVD's supply in case of issues like DVD damage and missing.
 - Technical support for Installation and License activation
 - **After Two year with AMC**
 - Technical support for installation of the digital content.
 - Technical support for license activation
 - DVD's supply in case of requirement like DVD damage and missing.
 - Technical support for Installation and License activation
 - **After Two year without AMC**
 - DVD's supply in case of requirement like DVD damage and missing.
 - You can install the digital content after One year also using ITI name and mail. The validation will be done through OTP (One Time Password).
- Two year support for the implementation with any syllabus change will be provided. For 2nd, 3rd, 4th and 5th year, AMC (Annual Maintenance Contract) at 17.5 % will be charged for support and implementation if mutually agreed.
- Training charges of Rs 1,00,000/- applicable for trainings after the warranty period of two years if mutually agreed. In such situations department needs to provide the necessary venue and other infrastructure facilities for training.
- ✓ Keltron will take adequate actions to ensure adequate monitoring is being taken and the report will be shared with the department on a quarterly basis.
- Unlimited license can be provided for institutions on the condition that the license will be used only on the specific Institute Systems. No exception shall be provided for outside systems. License will initially be restricted to 10 per trade per Institute to be installed in their systems; however, additional licenses would be provided on specific authorization letter from the Principal of the Institute to Contractor with justification for such additional licenses to be installed.
- Special License for instructors can be provided at a maximum of two licenses per trade per institute with an authorization letter from the Principal.
- Five licenses per trade shall be provided for regional directorates.



DIRECTOR

Scheduled Caste Development Department
Thiruvananthapuram-03
Kerala

Implementation and Cost Details

The costing and implementation details are below:

Sl.No:	Description	Amount
1.	Visual Rich Trade Practical for 9 trades(Electrician, Welder, Draughtsman Civil, Mechanic Motor Vehicle, Carpenter, Surveyor, Plumber, Electronic Mechanic, Fashion Technology) and Driver cum Mechanic (6months trade)	3,36,25,000.00 +Taxes
2.	AITT Examination Training Module	35,00,000 +Taxes
	Total	37125000 +Taxes

1. Requests for enhancement of rates once accepted can be considered where Purchaser has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the proposal of the Contractor or attached with the Contractor's offer or any other letter or paper from the Contractor will not govern this contract nor bind the Purchaser in any manner whatsoever unless such terms have been expressly accepted by the Purchaser in writing.
2. The Contractor will inform the configuration of necessary hardware to the Purchaser after signing the agreement. It is the responsibility of Purchaser to arrange hardware as per specifications/ configurations prior to the installation of software. Contractor will not be responsible for any delay in project execution, due to delay in procuring the requisite hardware.
3. The Contractor agrees to complete the project milestones listed in the proposal, deliverables and services within the mutually agreed implementation period. Maintenance of milestones of implementation schedule is closely linked to prompt feedback and document acceptance by the client.
4. The Contractor agrees that time is the essence of this contract. This agreement is valid from the date of signing this agreement by the Purchaser and the term of this agreement shall be for a period of Two Years from the date of execution of this agreement.
5. If the Contractor defaults in the supply of all or any of the items correctly and promptly as above, the Purchaser is at liberty to procure the same from elsewhere without canceling the contract as a whole. If Purchaser incur, in thus procuring such items at 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

DIRECTOR
Scheduled Cable Development Department

him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the offered rate over such cost to Purchaser.

6. If no formal response is given back to the Contractor within a period of 30 days after the customization of any module of the software, the software module shall be deemed as accepted by the Purchaser.
7. (a) The contractor will raise invoices according to the completed work. The purchaser shall verify the completion of the work mentioned in the invoices and release amount as per the following payment terms,
 - i. 50 % as advance
 - ii. 25 % after delivery
 - iii. Balance 25 % after training

All payments to the Contractor for satisfactory supplies will be made after scrutiny of Contractor's bills by drafts or cheque(s) Or through RTGS/NEFT transfer on Reserve Bank of India, State Bank of Travancore or State Bank of India (at any of their principal branches in Kerala).

(b) The contractor will produce stamped pre-receipt/ invoices in all cases for release of payments.

8. The contractor agrees that any communication addressed to him may be handed over to him personally or place of business or may be sent by prepaid post to his address as mentioned in this deed. The acknowledgement of and all other communications regarding this order may be sent to the purchasing officer of the Purchaser who has placed the order.
9. In case the supply of the DVD's involves any defects the contractor agrees that the defects will be rectified within a reasonable time. It shall also be the duty and responsibility of the contractor to see that the deliverables are in good working condition to the satisfaction of the person duly authorized by the Purchaser on that behalf and to ensure the proper functioning of the software. In the event of the failure of the contractor to remedy the defects within the specified time or in the event of the deliverables failing to function properly during the warrantee period, the amount spent by the Purchaser and the loss sustained by the Purchaser on this account by making alternative arrangements shall be recoverable from the contractor.
10. The Contractor concurs to provide imparted knowledge about the product usage to the identified users at the required level..
11. All the documents shall be kept under safe custody of IT division of the Purchaser. Training will be provided to the concerned staff to ensure the proper use and operation of the product.
12. Contractor will not disclose the contents of any documents, or transfer such knowledge of Purchaser, as revealed to Contractor during the course of

DIRECTOR
Scheduled Caste Development Department
Thiruvananthapuram-03
Kerala

[Signature]
Business Manager
Business Group,
Kollam, Vellayambalam
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[Signature]

the assignment, to any other organization without the prior written consent/approval of Purchaser.

- 13. If any dispute or difference of any kind whatsoever were to arise between the Purchaser and Contractor, the Purchaser may approach the Managing Director of Contractor. If the dispute is not settled between the Purchaser and Managing Director of Contractor within 30 days, the dispute can be referred to the Law courts in Trivandrum after giving due notice to the Managing Director of Contractor.

IN WITNESS WHERE of the Purchaser, P M Ali Asgar Pasha IAS, Director, for and on behalf of the **Scheduled Castes Development Department (SCDD) ITIs**, and the Contractor, Smt.Beena Mathew, the Chief General Manager (ITBG) for and on behalf of Kerala State Electronics Development Corporation Ltd has hereunto set their hands.

Signed, sealed and delivered by:

(Purchaser)

P M Ali Asgar Pasha IAS, Director for and on behalf of the Scheduled Castes Development Department (SCDD) ITIs

DIRECTOR

Scheduled Caste Development Department
Thiruvananthapuram-03
Kerala

In the presence of witness:

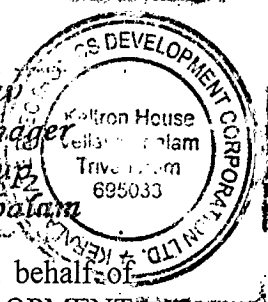
- 1.
- 2.

Signed, sealed and delivered by:

(Contractor)

Beena Mathew
Chief General Manager
IT Business Group
Keltron, Vellayambalam

Smt. Beena Mathew the CGM (ITBG) for and on behalf of
KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., Thiruvananthapuram



In the Presence of witnesses:

- 1. *USHA-K, DATT, ITBG, KELTRON*
- 2. *Sreekanth S*
Asst Manager,
Keltron