

15 -ാം കേരള നിയമസഭ

9 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1661

11-09-2023 - ൽ മറുപടിയ്ക്ക്

ഡിജിറ്റൽ സർവ്വേ ഉപകരണങ്ങൾ

ചോദ്യം		ഉത്തരം	
ശ്രീ. അൻവർ സാദത്ത്		ശ്രീ. കെ. രാജൻ (റവന്യൂ-ഭവനനിർമ്മാണ വകുപ്പ് മന്ത്രി)	
(എ)	സംസ്ഥാനത്ത് ഡിജിറ്റൽ സർവ്വേ നടത്താനായി ഉപകരണങ്ങൾ വാങ്ങാൻ ഹെക്ടോഗൺ ജിയോ സിസ്റ്റംസ് ഇന്ത്യ എന്ന കമ്പനിയുമായി ഏർപ്പെട്ട കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(എ)	സംസ്ഥാനത്ത് ഡിജിറ്റൽ സർവ്വേ നടത്താനായി ഉപകരണങ്ങൾ വാങ്ങാൻ ഹെക്ടോഗൺ ജിയോ സിസ്റ്റംസ് ഇന്ത്യ എന്ന കമ്പനിയുമായി ഏർപ്പെട്ട കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

DN 797139

AGREEMENT

THIS AGREEMENT executed on this the 07th day of Feb., 2023 between the Governor of Kerala represented by the Director of Survey and Land Records, Department of Survey and Land Records, Government of Kerala (hereinafter called "the Department") on the FIRST PART and M/s Hexagon Geosystems India Pvt Ltd, Vatika Atrium, Golf Course road, Sector. 53, Gurugram 122002, Haryana. a Pvt. Ltd company registered as per the provisions of the Companies Act and having CIN : U33129DL2016FTC306766 represented by Shri. Pankaj Gupta – Director Sales (hereinafter called "the Contractor") on the SECOND PART

Hereinafter collectively referred as the "PARTIES" and individually as "PARTY"

No. 17902

G. 10 2023

Hexagon Geo Systems
India - P. Ltd
R. 102





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DN 797141

AND WHEREAS the Department had published corrigendum to the above said e-tender notification vide number (DSLIR/2038/2021) (which shall form part of this Agreement as if incorporated herein)

AND WHEREAS the Department is desirous of engaging the Contractor being the lowest bidder (L1) for the task of supply, installation, integration and testing of Robotic Total Station, Real Time Kinematic (RTK) device and Tablet PC for the proposed digital survey including software and accessories, subject to the conditions stipulated in the Supply Order No DSLIR/2038/2021-B6-Part(2) dated 02/10/2022 in respect of the articles mentioned therein (which shall form part of this Agreement as if incorporated herein).

AND WHEREAS consequent to a negotiation with the Contractor, they have promised to supply the equipments at a reduced price at the rate of 7.11% of the financial bid amount vide their letter dated: 21/05/2022 which consist of item rate

No 6 to 2023
 15/05/2022
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 Merasun Geo Systems
 India P. Ltd
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Handwritten signature
 Merasun Geo Systems India P. Ltd
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DN 797142

and detailed split up of components (which shall form part of this Agreement as if incorporated herein).

AND WHEREAS vide G.O.(Rt) No 3920/2022/RD, Dtd. 27/09/2022, the Government of Kerala had accorded sanction to the Department for the purchase of the equipments from the Contractor (Annexure 8) (which shall Part of the agreement as if incorporated herein.)

AND WHEREAS the Contractor has as guarantee for the due fulfilment of their obligations under this agreement submitted Performance Bank Guarantee for Eight years amounting to Rs. 10,03,19,260/- (Rupees Ten Crore Three Lakhs Nineteen Thousand Two Hundred and Sixty only) drawn on New Delhi branch of Credit Agricole Corporate and Investment Bank and on the expiry of on-site warranty period if the supply order for the Comprehensive Annual Maintenance Contract is

Sanjay

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No 1785
 6.10.2022 Heta Sun Geo Systems
 Geosia - P. Ltd
 (B-104)

3. Scope of the Project

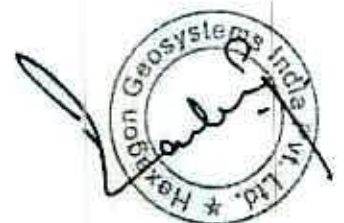
The deliverables as per this project are as provided in the Request For Proposal (RFP) (Annexure 1). The Contractor should supply and install the equipments hereafter mentioned according to the tender specifications and as per the requirements mentioned in RFP.

a) List of equipments & services to be supplied

Sl No.	Item description	Quantity
1	Robotic Total Station with accessories	200 Set
2	RTK rover with accessories	1000 Set
3	Tablet PC with accessories	1200 Nos.
4	<p>Robotic Total Station and RTK software solution/package covering field spatial data collection (survey), desktop based QA/QC activities (the solution should be capable of real time data synchronization with the central web application for the resurvey management of NIC as provided in RFP)</p> <p>All these software solutions should be provided without any additional cost along with the RTK and R-ETS devices.</p>	<p>Software solution should provide licenses for 1200 nos. of field surveyors (tab users) and 50 number licenses for QA/QC users to successfully operationalise the entire functionalities given in the RFP.</p>



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b) Timeline for supply

The proposed schedule for the supply of the equipments are as follows:

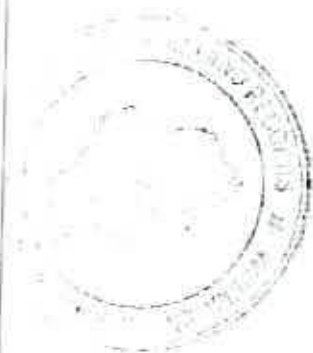
Lots	Percentage of Supply	Quantity		
		RTK (Nos)	R-ETS (Nos)	Tablet PC (Nos)
1st Month	5%	50	10	60
2nd Month	10%	100	20	120
3rd Month	20%	200	40	240
4th Month	30%	300	60	360
5th Month	35%	350	70	420
Total	100%	1000/1000	200/200	1200/1200

Note 1:

Supply includes supply, installation, integration and testing of Robotic Total Station, Real Time Kinematic (RTK) device and Tablet PC for the digital survey including software and accessories.

Note 2:

In the case of failure of supply of the equipments by the Contractor within the specified timeline after issuing the Supply Order, a penalty of 0.1% of the total project cost for the first one month of delay with respect to the delivery timeline and beyond that one month, 0.25% for every week of delay thereof will be levied from the Performance Bank Guarantec.



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c) Testing and Installation

The Contractor should supply all the equipments for testing at Thiruvananthapuram. Each equipment supplied by the Contractor needs to be pre-tested to ensure that it works smoothly. Testing will be done by designated technical personnel. Basic functional testing of the equipment supplied by the Contractor shall be completed by the Department within a three days period.

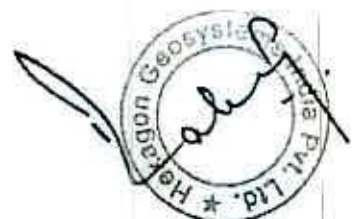
The Contractor should deliver the equipments in accordance with the timeline provided in clause 3.b of the Agreement and complete the installation and testing within 30 days of supply for the first lot and for all the remaining lots it should be completed within 21 days of supply.

4. Responsibility of the parties

- a) The Department will facilitate a designated person to receive and certify after verifying the equipments, accessories and software as per the conditions laid down in the RFP.
- b) Certificate of acceptance is to be provided by the Department to the Contractor after the testing, satisfactory installation and performance of the equipments.
- c) The Contractor hereby declares that the equipments sold to the Department under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars mentioned in the RFP and corrigenda and the Contractor hereby guarantees that the said equipments would continue to conform to the description and quality aforesaid for a period of 5 years from the

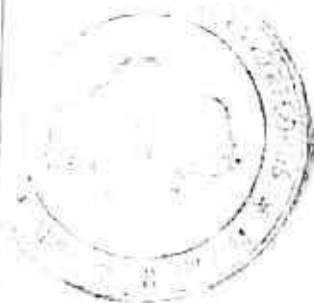


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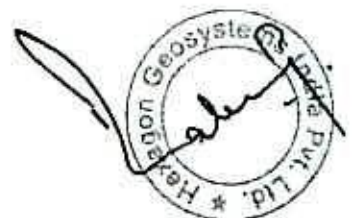


date of delivery of the said equipments to the Department and that notwithstanding the fact that the Department may have inspected and/or approved the said equipments, if during the aforesaid period of 5 years the said equipments be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Department in that behalf will be final and conclusive), the Department will be entitled to reject the said equipments or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods will be at the Contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The Contractor shall if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the Department. Otherwise the Contractor shall pay to the Department such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Department on that behalf under this contract or otherwise.

- d) If the Contractor defaults in the supply of all or any of the equipments correctly and promptly as above, the Department is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If the Department incur, in thus procuring such materials a higher cost than the agreed rate, such excess cost may be deducted by the Department from the Contractor's bill or adjusted or otherwise realized from his performance bank guarantee or recovered from him by any other means. The Contractor agree that they shall not be entitled to



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claim the excess, if any, of the tendered rate over such cost from the Department.

- e) All the equipments, parts, accessories delivered as per the specification in the RFP, vide this Agreement should be covered under comprehensive on-site warranty from the Original Equipment Manufacturer (OEM) for a period of five years which shall start from the date of receipt by the Department. The Contractor should supply all the equipments and accessories for basic functional testing at Thiruvananthapuram. Thereafter, for installation, software integration, configuration, testing, commissioning of the equipments, the Contractor shall supply the equipments and accessories in the specific district locations at their cost as directed by the Department. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- f) The equipment supplied shall not be announced as End of Life/ End of Sale by the OEM at the time of bidding/ supply
- g) The Contractor agrees that time is the essence of this contract.
- h) No representation for enhancement of rates once accepted will be considered.
- i) All the Licenses in respect of the equipment, accessories and its softwares should be in the name of The Director, Department of Survey and Land Records, Survey Bhavan, Vazhuthacaud, Thiruvananthapuram.

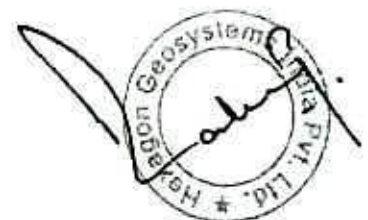


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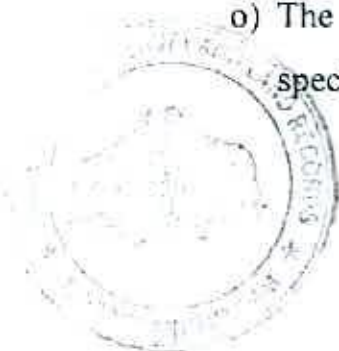
- j) Every notice hereby required or authorized to be given may be either given to the Contractor directly or left at their office or last known place of adobe or business or may be handed over to his agent personally or may be addressed to the Contractor by Post at his usual or last known place of adobe or business and if so addressed and posted shall be deemed to have been served to the Contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of adobe or business.
- k) The Contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other persons or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of the Department. The Department shall have absolute power to refuse such consent or rescind such consent (if given) at any time, if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the subcontractor upon such rescission. Provided that, if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.
- l) In case the Contractor becomes insolvent or goes in to liquidation or makes or proposes to make any assignment for the benefit of their creditors or proposes any composition with his creditors for the settlement of their debts or carries on their business or the contract under inspection on behalf of his creditors, or in case any receiving

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order or orders for the administration of their estate are made against them, or in case the Contractor shall commit any act of insolvency, or in case in which, under any clause or clauses of this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of it's Performance Bank Guarantee, the contract shall thereupon, after notice given by the Director, Department of Survey and Land Records, Survey Bhavan, Vazhuthacaud, Thiruvananthapuram to the Contractor, be determined and the Director, Department of Survey and Land Records, may complete the contract in such time and manner and by such person as the Department shall think fit. But such termination of the contract shall be without any prejudice to any right of remedy of the Department against the Contractor or his sureties in respect of any breach of contract committed by the Contractor.

- m) All expenses and damages caused to the Department by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the Department and may be recovered from them.
- n) The final payment will be made only on production of an undertaking by the Contractor that all taxes and duties payable to the Central/State Government Departments/Agencies due to this supply/contract have been paid by them and if any claim is received in future from any Central/State Government Departments/Agencies under existing losses regarding this supply/contract, the Contractor shall be liable to pay the same.
- o) The Performance Bank Guarantee will be subject to the conditions specified herein be released to the Contractor after eight years and three



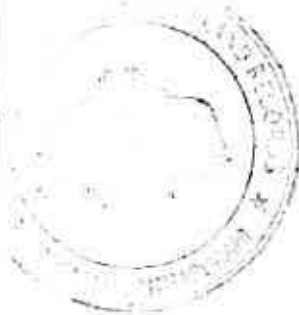
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months and in case the supply order for the CAMC is not issued to the contractor, then the PBG will be released after the completion of the 5 Years and 3 Months. But in the event of any dispute arising between the Department and the Contractor, the Department shall be entitled to deduct out of the Performance Bank Guarantee or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed and the same may also be deducted from any other sum which may be due at any time from the Department to the Contractor.

- p) The Contractor agrees that all sums found due to the Department under or by virtue of these presents shall be recoverable from their properties, movable and immovable, under the provisions of the Kerala Revenue Recovery Act, 1968 for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the Department may deem fit. In deciding what sum of money is due to the Department under or by virtue of this deed, the Contractor agrees that the decision of the Department shall be final and conclusive and shall be binding on the contractor.
- q) The Contractor agrees that any sum of money due and payable to him from the Department shall be adjusted against any sum of money due to the Department from him under any other contracts.

5. Scope of Comprehensive on-site warranty



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The Contractor shall provide the following services under the comprehensive onsite warranty period to keep the equipments, accessories and its softwares in good working order.

As per the conditions in the RFP, the equipments supplied are in Comprehensive onsite Warranty period for five years and thereafter the Contractor shall execute a Comprehensive Annual Maintenance Contract (CAMC) agreement for three years, if the purchase order is given for the same, on the expiry of Comprehensive onsite Warranty period of the equipments. CAMC shall come into effect from the next day of the expiry of the Comprehensive onsite Warranty period and it will vary according to the supply of different lots of equipment.

- a) Warranty: 5 years Comprehensive onsite warranty (including parts and labour)
- b) The Contractor shall have a back to back agreement with the OEM to provide the warranty and support during the contract period as per the terms of this Agreement.
- c) All the equipments, accessories and its softwares delivered as per the specifications in the RFP should be covered under Comprehensive onsite warranty from the OEM for a period of five years, which shall start from the date of receipt of equipments, accessories and its Softwares.
- d) Vendor software should be maintained throughout the 5 year contract period and all software updates should be provided by the Contractor free of cost and the same shall be maintained further for Comprehensive Annual Maintenance Contract (CAMC) for three years, if the purchase

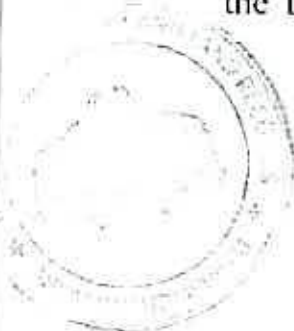


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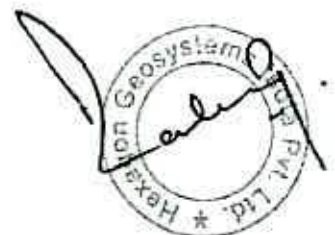


order is given for the same, on the expiry of Comprehensive onsite Warranty period, free of cost.”

- e) Repair and replace all faulty parts without any further costs as part of this Comprehensive on-site warranty period.
- f) Make earnest efforts to detect and rectify' the equipments fault at the site to the extent possible.
- g) Prepare and hand over a preventive maintenance schedule for the equipment and carry out the periodic preventive maintenance through visits at regular intervals to the place of storage of the equipments anywhere in Kerala.
- h) The survey equipment and software integrated solution should be able to meet the response time and rectification time mentioned in the Clause 6.d of the service assurance clause. At the end of every year, performance of the Contractor would be evaluated based on the total accumulated downtime during the year as per the report of concerned officers.
- i) In case of intermittent failures and repetitive problems due to improper diagnosis or repair on the part of the Contractor, the equipments will be treated as continuously down.
- j) At each location, the Department will keep a Equipment's Maintenance Register 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 into service and the total down time. This record will be signed by the Contractor's Service Engineer and duly authorised person from the Department. Format for keeping this record will be as per the



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Annexure - 7. It is the responsibility of the head of the office where the equipments are stored to maintain such a register. In such cases the Head of Office shall produce the Equipment Maintenance Register in original with signature of Contractor's Service Engineer and the designated person of the Department. The authorization shall be recorded on the register with date Name & Designation and signature of the Department. The entry in the register shall start from the first page. The register must be opened on the date of commissioning of the equipments. Technical details of the equipment with purchase order number shall be recorded on the register. If the head of office of the Department where the equipments are stored fails to produce the register to the Director of Survey and Land Records, the Head of office will be responsible for the liabilities. For any complaints regarding the system, penalty etc. the authority to take final decision during dispute is the Director of Survey and Land Records.

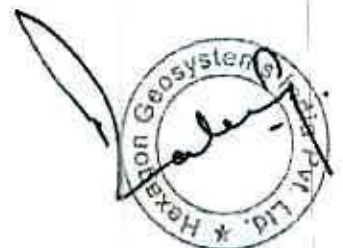
6. Service Assurance

The Contractor shall be responsible for provisioning of on-going support services through a single point of contact to resolve emergency, noncritical day to day assistance, to repair and maintain the Robotic Total Station, RTK, Tablet PC and software for the Department of Survey and Land Records in good working condition and conforming to the accuracy requirements. For this, the Contractor shall:

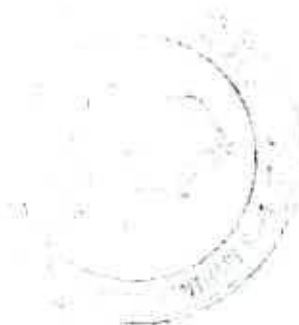
- a) Have a regional/local office in Kerala and if not, they shall establish a regional/local office within 30 days after the award of the contract.



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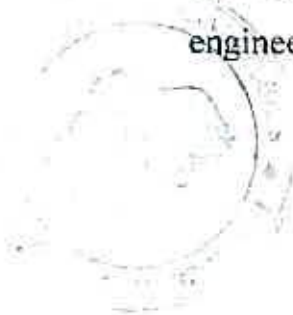
- b) Set up a service centre in two regions in Kerala namely, Thiruvananthapuram and Kozhikode within 30 days after the award of the contract.
- c) Visit the place of storage of the equipments and accessories anywhere in Kerala and to inspect the equipment faults within 24 hours of reporting a fault.
- d) Lift the equipments and take the same to the repair centres at their own cost and rectify the defects and return the equipments within 7 working days from the date of receipt of the equipments.
- e) Provide services directly ensuring that the spares for the equipments shall be available for at least 8 years from the date of supply of equipments.
- f) Calibrate all the equipments to the accuracy prescribed (at the time of purchase) and calibration certificate to be issued accordingly as frequently as required by the Department of Survey and Land Records officials during the warranty period.
- g) Vendor software should be maintained throughout the 5 year contract period and all software updates should be provided by the Contractor free of cost and the same shall be maintained further for Comprehensive Annual Maintenance Contract (CAMC) for three years, if the purchase order is given for the same, on the expiry of Comprehensive onsite Warranty period, free of cost.
- h) After sales service center should be available in Kerala on 24 (Hrs.) X 7 (days) X 365 (days) basis



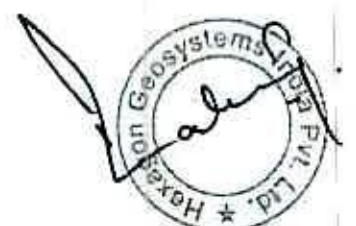
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- i) Call registration and completion:- All the maintenance call will be logged using the Equipment Maintenance Register. Also, they may be registered with the nearest Contractor's office. The Contractor shall acknowledge each call with a unique call number which is to be used for the reference in future. A call service slip may be made for each call. The call service slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of completion, downtime days/hrs, fault diagnosed, repair carried out, component replaced etc. Completion of calls will be certified by the Head of office. The Contractor shall prepare the call service slip in duplicate. These will be signed by the Head of office and the Contractor's authorized representative. No other documents will be used to workout downtime for penalty calculation. The entries in the equipments maintenance register may also be completed based on the entries of the call register slip after closing the call.
- j) A provision of two numbers for the service centres and two toll free numbers for OEM shall be provided by the Contractor for making calls to register complaints and getting token numbers for the same at the time of complaint registration. All calls received may also be registered in a portal which can be accessed by the Department with facility to generate reports of down time of all complaints. The details of closing a call will be entered by the Contractor. These entries shall be based on the call service slip signed by the Head of office and the service engineer of the Contractor with date and time.



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Toll Free numbers/ email ids for booking of complaints are given below

A) M/s Hexagon Geosystems India Pvt Ltd

SI No.	Toll Free No.	Email ID
1	1800-10-35835	service.in.geo@hexagon.com

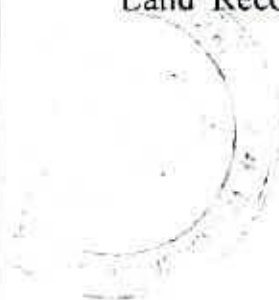
B) OEM Details

SI No.	Toll Free No.	Email ID
1	000-800-100-3098	globalsupport@zebra.com
2	1-877-338-7363 000-800-919-1172	India.support@trendmicro.com
3	1800-419-7675	techsupport@42gears.com

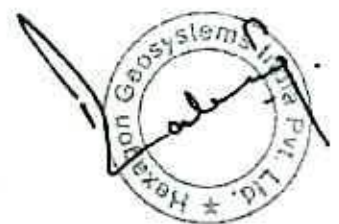
k) The Department will be responsible for operating the equipments and accessories. During the period of Comprehensive on-site warranty, the Department will restrict to operational activities only and will not repair any equipment.

7. Whenever the equipment and accessories cannot be repaired on-site, the contractor shall immediately replace such equipment with standby equipment with similar or higher configuration."

8. **SLA management Module** - There will be a Service Level Agreement (SLA) management module available in the portal of the Department of Survey and Land Records with appropriate logins provided to the Contractors. Issue



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Tickets will be raised in this module and downtime will be automatically calculated based on the inputs/response from the Department and the Contractor. Until the provisions for the SLA management module referred above is fully functional, Equipment maintenance registers will be maintained in the offices where the equipments and accessories are kept.

9. Downtime Penalty

Downtime penalty will be charged for completing the calls after the time allowed i.e. 7 Working Days

- a) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 Hrs.), if downtime more than 5%, the warranty period will be extended by double the downtime period.
- b) In addition, a penalty equal to 0.25 % of the total cost of equipment per day will be liable for the excess downtime period.

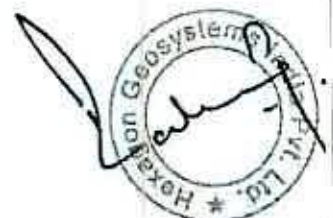
10. **Limitation of Liability** – Maximum liability will be limited to the total project cost.

11. Terms of payment

Description	Amount released in %
Delivery of the Robotic Total Station, Realtime Kinematic (RTK) devices, Tablet PCs suitable for Realtime mapping and Online processing software for both the	70% after successful supply of the product on basic functional testing of equipment which will be done in 3 days period



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above survey instruments with accessories mentioned. Installation, Agreement execution, Delivery of warranty documents, brochures, hand book, guidelines, software integration, Configuration, Testing, Commissioning and Training.	25% after successful completion of Installation, software integration, Configuration, Testing, Commissioning, Training 5% after successful operation of the equipment and solution for a period of one month after handing over
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12. Taxes & Duties

The Bid amount is inclusive of all taxes and duties payable by the contractor. The Contractor shall pay all taxes and duties payable to the Central/State Government Departments/Agencies due to this supply/contract and if any claim is received in future from any Central/State Government Departments/Agencies under existing losses regarding this supply/contract, the Contractor shall be liable to pay the same.

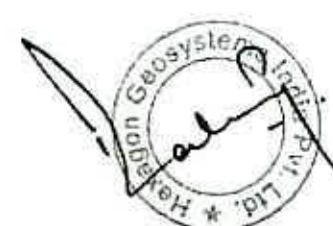
13. Conditions of Contract

The terms and conditions specified in this Agreement as well as all the other supporting documents as listed below shall govern this contract.

1. RFP
2. Corrigenda
3. Agreement
4. Amendments made, if any.
5. Or any other relevant written documents which were agreed to between the parties.



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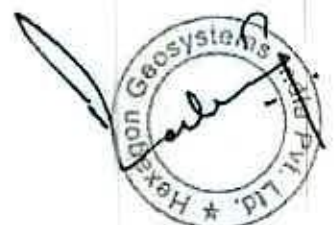
14. Indemnity Clause. - The Contractor agrees to indemnify and hold harmless and defend the Department, officers and employees of the Department from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, the Contractor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Contractor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

15. Liquidated Damages: In the case of failure of supply of the equipments by the Contractor within the specified timeline after issuing the Supply Order, a penalty of 0.1% of the total project cost for the first one month of delay with respect to the delivery timeline and beyond that one month, 0.25% for every week of delay thereof will be levied from the Performance Bank Guarantee. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the Contractor.

16. Amendment of Contract: This Agreement may be amended by the mutual written consent of the Parties.



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17. Confidentiality:


- i) The Contractor and the Department shall keep confidential and shall not, without the written consent of the other party hereto divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- ii) The Department shall not use such documents, data and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data or other information received from the Department for any purpose other than the performance of the Contract.
- iii) These provisions shall survive completion or termination, for whatever reason, of the Contract.

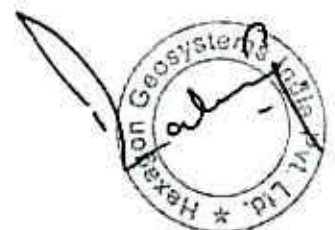
18. Severability

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

19. Data Protection Policy

- a) The Contractor must adhere with the time to time guidelines issued by Govt of India and Govt. of Kerala while handling the Geospatial data in the entire course of the project execution.


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- b) Foreign companies and foreign owned or controlled Indian companies can license from Indian Entities digital Maps/Geospatial Data of spatial accuracy/value finer than the threshold value (cadastral data of large scale in nature) only for the purpose of serving their customers in India.
- c) Access to such Maps/Geospatial Data shall only be made available through APIs that do not allow Maps/Geospatial Data to pass through Licensee Company or its servers.
- d) Re-use or resale of such map data by licensees shall be prohibited.
- e) Maps/Geospatial Data of spatial accuracy/value up to the threshold value can be uploaded to the cloud but those with accuracy finer than the threshold value shall only be stored and processed on a domestic cloud or on servers physically located within territory of India.
- f) There shall be no restriction on export of Maps/Geospatial Data of spatial accuracy/value up to the threshold value except for attributes in the negative lists.

20. Termination of Contract and Exit Management

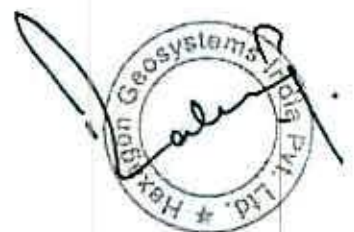
This clause sets out the provisions which shall apply on expiry or termination of the Contract and Scope of Work including the extensions of the Contract, if any.

Transfer of Assets

1. The list of all the Assets including the IT infrastructure server software licenses, Source Code including the modifications during the tenure of Agreement to be transferred/ handed over to the Department should be prepared by Contractor and to be physically verified by authorized

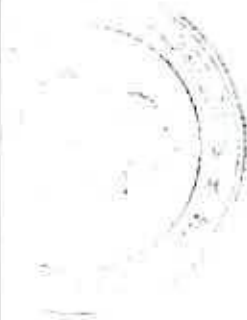


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representative of the Department. The hardware should be in accordance with as mentioned in the RFP documents & Contract document

2. All titles to the assets shall be transferred to the Department on the last day of the exit management period. All hardware supplied, software & documents etc. used/supplied by the Contractor shall be the legal properties of the Department.
3. Properly on reasonable request by the Department, the Contractor shall provide access to and copies of all information held or controlled by it. The Department shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Contractor shall permit the Department or its nominated agencies and/or any Replacement Party to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Contractor and to assist appropriate knowledge transfer.
4. Confidential Information, Security and Data - The Contractor will promptly on the commencement of the exit management, supply to the Department or its nominated agencies the following:
 - i) Information relating to the current supplies and services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the supplies and services.
 - ii) Documentation relating to Intellectual Property Rights.
 - iii) All current and updated departmental data as is reasonably required for purposes of the Department or User Departments



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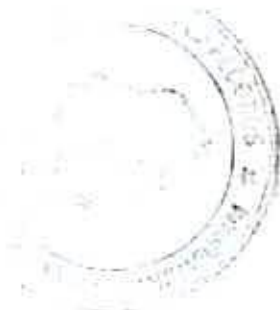
transitioning the services to its Replacement Party in a readily available format.

- iv) All other information (including but not limited to documents, records and agreements) relating to the supplies and services reasonably necessary to enable the Department or User Departments, or its Replacement Party to carry out due diligence in order to transition the provision of the Services to the Department or User Departments, or its Replacement Party (as the case may be).

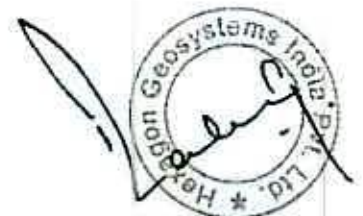
5. General Obligations of the Contractor

- i) The Contractor shall provide all such information as may reasonably be necessary to effect handover as practicable in the circumstances to the Department or its nominated agencies or its replacement Party and which the Contractor has in its possession or control at any time during the exit management period.
- ii) The Contractor shall commit adequate resources to comply with its obligations under this Exit Management Clause.

6. Exit Management Plan: The Contractor shall provide the Department or its nominated agencies with a recommended exit management plan and the Exit Management plan to be presented to the Department, at the beginning of the CAMC period and got approved ("Exit Management Plan") which shall deal with at least the following aspects of exit management as a whole:



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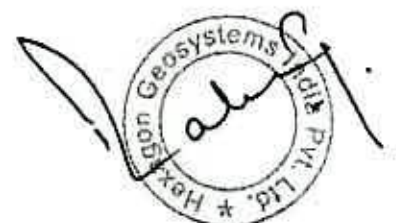


- i) A detailed programme of the transfer process that could be used in conjunction with a Replacement Party and of the management structure to be used during the transfer.
- ii) Plans for communication with such of the Contractor's staff, the Contractors, customers and any related third party as are necessary to avoid any material detrimental impact on the Department's or User department's operations as a result of undertaking the transfer.
- iii) Plans for provision of contingent support to the Department or User Departments, and Replacement Party for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- iv) Exit Management Plan shall be presented by the Contractor to and approved by the Department or User Departments. During the exit management period, the Contractor shall use its best efforts to deliver the services.

21. Force Majeure

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the

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conclusion of the present contract. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

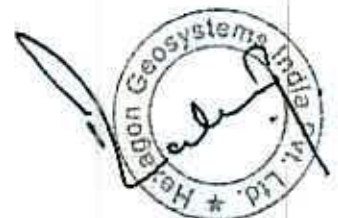
The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify, in written form, the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning. Certificate of a competent authority or organization of the respective party be a sufficient proof of commencement and cessation of the above circumstances. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

22. Breach of Contract

For breach of any Clause of this Agreement, the aggrieved party shall give notice in writing thereof to the other party who shall be given 30 days' time to rectify the above said breach. In the event this breach continues beyond this 30-day period, the aggrieved party shall be entitled to recover all costs, damages and other incidental expenses, arising from the breach of the agreement Clause, from the other party.



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23. Disputes/Arbitration

In the event of a dispute or a difference of any nature whatsoever between the parties during the course of performance of respective obligations arising out of this Agreement, the parties agree to refer the matter to the Additional Chief Secretary/Principal Secretary, Revenue Department, Government of Kerala and Managing Director of the Party of the Second to resolve the disputes keeping in view of the best interest of the Parties and in keeping with the spirit of performance of this Agreement. If the matter still remains unresolved, then the same may be settled as per the provisions of the Arbitration and Conciliation Act, 1996. Arbitrators shall be Indian nationals. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall be the presiding arbitrator. Cost of arbitration shall be shared equally by the parties.

24. Jurisdiction

The Parties to this Agreement hereby declare that the Courts in Thiruvananthapuram alone are competent to deal with disputes, if any, arising out of this Agreement.

25. Communication

Any notice, request, demand, approval, consent or other communications provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered post or by ordinary mail, postage prepaid, or by fax addressed to the party for which it is intended at its following address:

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DEPARTMENT

Director
Department of Survey and
Land Records,
Vazhuthacaud,
Thiruvananthapuram

CONTRACTOR

Sales Director
Hexagon Geosystems India
Pvt. Ltd.
Vatika Atrium, Golf Course
Road, Sec – 53, Gurugram

26. Entire Agreement

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

IN WITNESS WHEREOF the Parties have hereunto set their hands.

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Signed, sealed and delivered by Sri. Seeram Sambasiva Rao IAS - Director,
Department of Survey and Land Records

In the presence of witness

(1) *[Signature]*
Suresh Kumar P. M. Chelidayan.

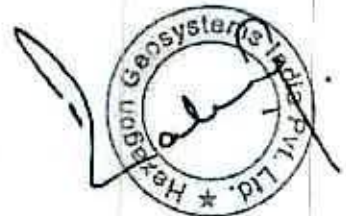
(2) *[Signature]*
Pushpa. P. R.

Signed, sealed and delivery by Shri Pankaj Gupta – Director Sales (H.E name and designation) for and on behalf of the Contractor

In the presence of witness

(1) *[Signature]*
Thomas Joseph
Manager, Hexagon Geosystems India Pvt Ltd.
Arun Arasad
Service Engineer, Hexagon Geosystems

(2) *Samba + 7*



Annexures

1. RFP
2. Bid document
3. Corrigenda
4. Negotiated price document
5. Authorization letter from OEM (Zebra) warranty reg
6. PBG format
7. Equipment Maintenance Register
8. G.O.(Rt) No 3920/2022/RD, Dtd. 27/09/2022.



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