



No. Admn/265/2SIT/ 2773

From

Principal Secretary to Government Haryana,
Electronics & Information Technology Department.

To

1. All the Heads of Departments in Haryana.
2. Managing Directors/Chief Administrators/Chief Executive Officer of all the Boards, Corporations etc. in Haryana.

Chandigarh dated, the 06.10.2015

Subject : Regarding intimation of empanelment of Haryana Knowledge Corporation Limited (HKCL) for providing manpower on manmonth basis through HARTRON for Application Software development to State Governments/Boards/Corporations.

Sir/Madam,

I am directed to address you on the subject cited above and to inform the following:-

1. Haryana Knowledge Corporation Ltd. has been jointly promoted by Govt. of Haryana, through the Electronics & Information Technology Department (E & IT) (30% Share Capital), Maharashtra Knowledge Corporation Ltd. (MKCL) (30%), Haryana State Electronics Development Corporation (HARTRON) (15%), Board of School Education (5%), Haryana and four Universities of Haryana (5% each) to design, develop, deliver, establish, maintain, conduct, and/or make available Education, Governance and Empowerment programs, technologies, products, solutions and services in the State of Haryana.
2. HKCL is promoted to create new paradigm in education, governance, development and empowerment through universalization and integration of Information Technology in learning, governance and empowerment process in particular and socio-economic transformative processes in general in the state of Haryana. HKCL is conceived as a fast track IT enabler and a complimenting and supplementing partner of the universities, governments and communities for the fulfillment of the new and growing aspirations of students in particular and people in general in the emerging knowledge society and knowledge-led economy. HKCL has overall backend support from MKCL and MKCL has a track record of developing e-Governance applications for Government and Universities for last 13 years.

9th Floor, Haryana Civil Secretariat, Sector-1, Chandigarh. 160001

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3. HKCL requested State Government for empanelment of HKCL as Application Software Provider under following Categories:
 - i. Software Development and Implementation.
 - ii. Ready-made off the Shelf Products of HKCL.
 - iii. Website Development.
 - iv. IT Training.
 - v. Preparation of IT Plan.
 - vi. Preparation of BPR (Business Process Re-engineering) and SRS (Software Requirement Specifications).
4. The request submitted by Managing Director, HKCL was considered by State Govt. & approved in the SHPC meeting dated: 28.05.2015 on the pattern of the approved rates (by HPPC meeting dated: 19.02.2014) for engaging of CDAC-Mohali (A GOI Society under Deity) for providing Manpower Resources of IVISS Project. The agenda was approved subject to the legal opinion whether E&IT Department and Hartron can sign the agreement with HKCL as both being stakeholders in HKCL.
5. Legal opinion was taken and as per the legal opinion, in view of the recent Notification bearing No. F.NO. 1/2/2014-CL-V dated 05.06.2015 whereby the Ministry of Corporate Affairs has notified that the First and Second proviso of Section 188(1) of the Companies Act 2103 shall not be applicable to Government Companies. Therefore, the provision of Section 188 of the Companies Act 2013 shall not apply to any transaction/agreement/contract/arrangement to be entered between Hartron and HKCL.
6. As per approval of Chairman SHPC, the rates of Manpower (to be provided by HKCL) has been revised based on C-DAC rates as applicable from June, 2015.
7. HARTRON signed Memorandum of Understanding (MOU) with HKCL on 22.09.2015. This MOU is intended to recognize the general basis for a co-operative and collaborative working relationship between the two "parties" HKCL & HARTRON in order to provide high-end technical resources for Application software development projects by various Departments/Boards/Corporations of the State as and when required at mutually agreeable rates, Service Levels, Terms and Conditions arrived at by the Parties. The following rates have been approved for getting manpower resources from HKCL for Application software development till 21.09.2016:



#	Head	Per Manmonth Rate
1.	Project Leader (PL)	Rs.1,45,200/-
2.	Project Manager (PM)	Rs.1,11,320/-
3.	Associate Project Manager	Rs.90,750/-
4.	Development Team	Rs.68,970/-
5.	Manpower for Training	Rs.68,970/-
6.	Designer	Rs.68,970/-
7.	Security Audit Certification (per module) (optional)	Rs.9,68,000/- lumpsum

Terms & Conditions

- a. The project will be executed for an initial pilot period of one Quarter- and upon satisfactory results, the Project duration will be extended to the full period.
 - b. HKCL will invoice HARTRON at the end of every Quarter.
 - c. Payment will be made within 30 days of the invoice being received by HARTRON.
 - d. Traveling and out of pocket expenses as requested/approved by HARTRON, at actual.
 - e. Service Taxes and any other taxes extra, as applicable.
 - f. An annual price increase of 10% will apply after one year from the signing of MOU.
- 8. Role of Department**
- The concerned Department will appoint Nodal Officer exclusively to monitor the progress and performance of the resource provided by HKCL for Application Software Development.
 - A committee of Department shall review the progress of the work on at least once in a month and give their recommendations for release of payment to HKCL.
 - The Department will send the monthly attendance along with the recommendations to release the payment to HKCL.
 - The Department will send the quarterly advance payment to HARTRON including Hartron's charges for subsequently releasing the payment by HARTRON to HKCL.



9. Role of Hartron:

C. Hartron will assist the Department in:

- Finalizing the resumes from the CVs provided by HKCL
- Placing the work order to HKCL on behalf of concerned Department
- Release of payment to HKCL

D. Hartron will take Consultancy charges @6% + Service Tax of the total project value for the above services.

10. All the Departments/Boards/Corporations can engage resources on manmonth basis from HKCL through HARTRON as per the approved rates and terms and conditions from time to time. The detailed terms and conditions are available in the MOU signed between HARTRON and HKCL(Copy attached).

Sr. Administrative Officer
for Principal Secretary to Government Haryana
Electronics & Information Technology Department.

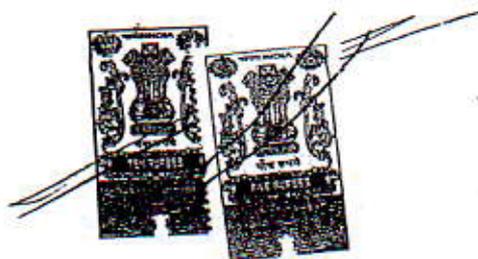
Endst No. Admn/265/2SIT/2774

Chandigarh dated, the 6.10.2015

A copy is forwarded to the following for information and necessary action:-

1. Managing Director, Haryana State Electronics Development Corporation Limited, SCO 109-110 Sector 17-B, Chandigarh.
2. Managing Director, Haryana Knowledge Corporation Limited, Panchkula.

Sr. Administrative Officer
for Principal Secretary to Government Haryana
Electronics & Information Technology Department.



MEMORANDUM OF UNDERSTANDING ("MOU")

The MOU is made and entered into on this the 22nd Sept 2015,

Between

Haryana Knowledge Corporation Ltd. has been jointly promoted by Govt. of Haryana, through the Electronics & Information Technology Department (E & IT) (30% Share Capital), Maharashtra Knowledge Corporation Ltd. (MKCL) (30%), Haryana State Electronics Development Corporation (HARTRON) (15%), Board of School Education (5%), Haryana and four Universities of Haryana (5% each) to design, develop, deliver, establish, maintain, conduct, and/or make available Education, Governance and Empowerment programs, technologies, products, solutions and services in the State of Haryana, having its registered office at 4th Floor, HSIIDC - IT Park, Plot No. 1, Sector 22, Panchkula referred to herein as the "Service Provider";

And

Haryana State Electronics Development Corporation Limited (HARTRON - a Information Technology arm of the Government of Haryana and having its registered office at 111-113, Sector 17-B Chandigarh - 160017, referred to herein as the "Service Seeker".

Whereas:

- a) HKCL is promoted to create new paradigm in education, governance, development and empowerment through universalisation and integration of Information Technology in learning, governance and empowerment process in particular and socio-economic transformative processes in general in the state of Haryana. HKCL has overall backend support from MKCL and MKCL has a track record of developing e-Governance applications for Government and Universities for last 13 years;

AND

- b) HARTRON has the responsibility of building and managing common Information Technology infrastructure as well as development of software for various e-



Memorandum of Understanding (MOU)

1 of 8

Governance Projects of the Government of Haryana; and hence has constant need for such services as HKCL offers.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

In consideration of the mutual covenants set out in this MOU, the Service Provider & Service Seeker hereby agree as follows:

1. Purpose of the MOU

This MOU is intended to recognize the general basis for a co-operative and collaborative working relationship between the two "parties" HKCL & HARTRON in order to provide high-end technical resources for Application software development projects by various Departments/Boards/Corporations of the State as and when required at mutually agreeable rates, Service Levels, Terms and Conditions arrived at by the Parties,

HKCL is excited by the opportunity to extend their services to HARTRON in support of its endeavour and enable Haryana Government Information Technology team to achieve their vision of providing best technical resources for Application software development through Hartron to various Departments/Boards/Corporations of the State.

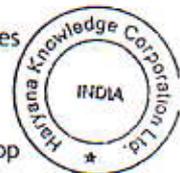
2. Responsibilities:

- i HARTRON shall pay to HKCL for the services provided by HKCL regarding manpower provided for Application software development through Hartron to various Departments/Boards/Corporations of the State on receipt of the payment from concerned Departments on back-to-back basis and on such terms and conditions as may be agreed between the Parties in writing from time to time;
- ii HKCL shall be responsible to provide the resources at the locations required by the concerned Department throughout the State including Chandigarh/Delhi as well as travel to field offices of the Department;
- iii HKCL shall be responsible to provide the resources at the shortest possible time but not later than 21 days from the date of placement of order by Hartron;
- iv A list shall be maintained, signed by concerned Department and HKCL, each such project or work mutually agreed to, along with the applicable prices, service levels, terms and conditions thereof; and that list shall be treated as an integral part of this MOU;



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- v Both parties agree to perform their duties diligently and in a professional manner;
- vi For each project or work assigned, HARTRON shall place the work order to HKCL on behalf of the concerned Department. The concerned Department shall provide technical, functional and other requirements; define the scope of work and otherwise ensure that HKCL has the necessary information to design, develop, enhance, maintain, test, train and provide the services required by them;
- vii HKCL shall provide all the required infrastructure such as training halls, projectors, computers and peripherals for conducting of training;
- viii HKCL shall assign competent technical personnel to develop software and provide the required services; as well as provide computers and other tools at their cost, as needed, at their premises or concerned Department's premises;
- ix HKCL shall ensure that the minimum qualifications and work experience at each level/role of the team shall be as mutually agreed upon; and in case of any exceptions clear consent from HARTRON in writing;
- x HKCL shall, upon beginning any new project / work name the team members assigned, indicate whether they are dedicated / shared across other HARTRON / Haryana Government projects; any proposed changes to the team structure and team members should be communicated in advance to HARTRON in writing;
- xi HARTRON reserves the right to inspect the development center at HKCL premises / Departmental premises and satisfy themselves that the conditions of the MOU are being met - with prior advance notice - and HKCL shall cooperate for the same;
- xii The Department shall provide the premises and work environment for HKCL personnel; as well as any specialized software that might be required for specific project. Such additional arrangements shall be clearly specified in the project-specific supplementary documentation attached to this MOU;
- xiii HKCL shall follow the development methodologies, standards and guidelines of the Haryana Government as specified from time to time, for all work;
- xiv The parties shall form a Project Review Board comprising of the top management representatives of both the organizations to review the



progress and quality of the work being performed; to set productivity, quality and other goals for the teams; to resolve any differences and otherwise provide guidance to the teams. The Project Review Board shall meet and review the progress at least once every quarter;

- xv The resources deployed by HKCL through Hartron to Departments/Boards/Corporations shall be entitled to avail one (1) day leave in a month with prior approval/permission. HARTRON shall release the payment for the invoice received from HKCL on pro-rata basis for the no. of days of the resource attended the office;
- xvi HKCL shall raise the bill on the basis of duly signed attendance from the authorized officer of the concerned Department;
- xvii The other terms and conditions shall be worked out based upon the requirement of the concerned Department;
- xviii Traveling and out of pocket expenses as requested/approved by HARTRON, at actual shall be borne by the concerned Department.

3. Award of work by HARTRON

The Department shall place the order to HARTRON after following due procedure for the resources required from HKCL on man-months basis for application software development. HARTRON will place the order to HKCL as per procedure. HKCL will provide the CVs of twice the no. of requirements of intended category/position(s) to the Department for selecting the suitable candidate as per their requirement.

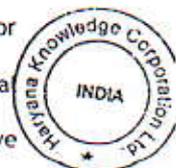
4. Status of MOU

This MOU is intended to record mutual understandings of the Parties hereto, as on the date hereof.

This is a non-exclusive cooperation and collaborative agreement for both parties. Both parties are free to offer and obtain similar services to and from other entities.

This MOU would be subject to laws (and such rules & regulations) of India as may be applicable during the tenure of this MOU.

To discharge the responsibilities of each party and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties by mutual consent shall enter into specific agreement(s) defining in detail the respective obligations and commitments of each Party, and in particular the programme of



work and the financial conditions of its execution. If any such specific agreement is signed between the Parties, the same shall be a supplement to this MOU.

5. Indemnity

Each Party agrees that it shall indemnify and hold harmless the other Party and its directors, members and officers from any and all claims, damages, losses, causes of action, liabilities, costs and expenses they may suffer arising out of the performance of this MOU. The Parties shall be responsible for insuring their respective premises, equipment and personnel for any claims that may arise during the discharge of the responsibility of the respective Parties under this MOU. The terms of this clause shall survive the termination of this MOU.

6. Applicable Manmonth rates for providing manpower for various positions for Application Software Development Projects are as follows:-

#	Head	Per Man-month Rate
1.	Project Leader (PL)	Rs.1,45,200/-
2.	Project Manager (PM)	Rs.1,11,320/-
3.	Associate Project Manager	Rs.90,750/-
4.	Development Team	Rs.68,970/-
5.	Manpower for Training	Rs.68,970/-
6.	Designer	Rs.68,970/-
7.	Security Audit Certification (per module) (optional)	Rs.9,68,000/- lumpsum

Terms & Conditions:

- a. The project will be executed for an initial pilot period of one Quarter- and upon satisfactory results, the Project duration will be extended to the full period.
- b. HKCL will invoice HARTRON at the end of every Quarter.
- c. Payment will be made within 30 days of the invoice being received by HARTRON.
- d. Traveling and out of pocket expenses as requested/approved by Department/HARTRON, at actual.
- e. Service Taxes and any other taxes extra, as applicable.
- f. An annual price increase of 10% will apply after one year from the signing of MOU.



7. **Validity**

The MOU will be valid for an initial period of ONE year from the date of signing (from 22.09.2015 to 21.09.2016) and can be further extended on yearly basis upto maximum period of total THREE years. The Parties may, with mutual consent, extend the validity period through at any time and any such extension shall be a part of this MOU.

8. **Amendment**

This MOU may be amended upon the mutual consent in writing, of the Parties. However, such amendment shall have no impact on any specific agreement or project then in force, unless expressly agreed to.

9. **Termination**

This MOU may be terminated by either Party upon providing a written notice of 90 days to the other Party of its intention to do so. It shall also terminate automatically upon the bankruptcy of any of the Parties or in the event of a force majeure event occurs which makes performance of obligation of either of the Parties impossible under this MOU.

10. **Arbitration**

In the event of any dispute or difference relating to/or arising from or connected with this MOU, the Parties shall endeavor to amicably resolve the differences by a meeting of Head of Department of the respective Parties and concerned Department. However, in the event of failure to resolve the dispute amicably, such dispute or difference shall be referred by either party to the Arbitration of Administrative Secretary, Electronics & Information Technology Department, Govt. of Haryana. The award of the Arbitrator shall be binding upon the parties to the dispute.

JURISDICTION OF COURT

This MOU shall be subject to exclusive jurisdiction of Chandigarh courts.

11. **Confidentiality & Citizen Privacy**

Both Parties acknowledge the confidentiality of any information expressly labelled or communicated through written or email communication as "Confidential" in any



manner, which may be transferred between the Parties from time to time as being essential to this MOU and specifically agree not to disclose the same to any third party at any time without express written consent from the other party. Both parties shall take all suitable and necessary precautions at their own cost to uphold the terms of this clause.

The Service Provider may, during the course of the work, have access to data or information that may be considered Personally Identifiable Information (PII) and/or Sensitive Information pertaining to Citizens as defined in the IT Act 2000 read together with its amendments, rules and regulations. The Service Provider shall adhere to privacy provisions the obligations laid down by such laws from time to time in regard to such data./ information.

Both parties are free to publish research / academic papers or otherwise present in public forums, description and/or analysis of work carried out as a part of this MOU - provided that this Confidentiality & Citizen Privacy clause is adhered to.

The terms of this clause shall survive the termination of this agreement.

12. Intellectual Property

Existing Intellectual Property (IP) rights held by each party before entering into this Memorandum of Understanding shall be the individual property of the holding party.

Intellectual Property rights for all documents, layouts, designs, software and other artifacts developed or created under this Memorandum of Understanding and its constituent projects / work shall be the property of the Service Seeker.

Only the holding party shall be exclusively entitled, directly or indirectly, to reproduce/copy or assign such IP. In order to promote widespread use of progressive e-Governance applications and in accordance with the Policy on Adoption of Open source software for Government of India, HARTRON permits HKCL - on a non-exclusive basis - to use the IP developed as a part of this MOU to replicate these applications for any Indian / State Government free of any licensing or other IP related charges whatsoever.

The provisions of this clause shall survive the termination of this Memorandum of Understanding.



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13. Force Majeure

Circumstances beyond the reasonable control of the parties such as acts of God, public enemy, war, hostility, civil commotion, fires, floods, explosion, epidemics, guarantee restriction, lawful strikes and lockouts; shall be treated as conditions of Force Majeure.

The parties agree to indemnify each other under such circumstances provided the affected party notifies the other of the existence of such circumstances within 3 days of their occurrence.

Force Majeure events that cause extended periods of inability to perform the duties as per this MOU shall attract automatic termination of this MOU. Any continuous period of THREE MONTHS or multiple discontinuous periods amounting to THREE MONTHS shall be considered as extended period of inability for the purposes of this clause.

IN WITNESS whereof the Parties by the hand of duly authorized representative signed these presents on the day month and year mentioned below.

HKCL

("Service Provider")



Authorized Signatory



HARTRON

("Service Seeker")



Authorized Signatory

HKCL

Name: Sameer Pande

Title: Managing Director & CEO

Date: 22nd Sept. '2015

HARTRON

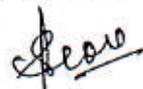
Name: Vijayendra Kumar

Title: Managing Director

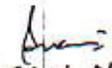
Date: 22nd Sept. '2015

Witnessed by:

1. 
Name: R.K. Sharma
Title: Principal Advisor

2. 
Name: Sunita Alok
Title: Company Secy.

1. 
Name: ASHWANI KUMAR
Title: Coordinator

2. 
Name: JAGAN NATH
Title: AGM

