

KERALA

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THIS DEED OF AGREEMENT is executed on 30th day of March 2007 BETWEEN the Governor of Kerala represented by the Law Secretary, Law Department, Government Secretariat, Thiruvananthapuram (hereinafter referred to as 'Law Department' which expression shall wherever the context so permits means and includes its successors and assigns) on one part AND Shri. M. Narayanan, Managing Director, Kerala State Electronics Development Corporation Ltd., a Government of Kerala Undertaking, having its registered Office at Keltron House, Vellayambalam, Thiruvananthapuram (hereinafter referred to as 'KELTRON' which expression shall unless the context does not admit include its successors and assigns) on the other part;

M. Narayanan
M. NARAYANAN
Managing Director



[Signature]

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WHEREAS the Project of Modernisation of Law Department is a plan scheme approved by the Planning Commission and funds are provided as ACA for implementation;

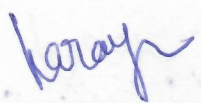
AND WHEREAS the Project is implemented in phased manner and the Phase I and Phase 2A (First Part of the Phase 2) of the Project was successfully implemented;

AND WHEREAS Administrative Sanction for Phase II(B) of the Project of Modernisation of Law Department (2nd Year of the Three Year Plan) has been issued in G.O.(Rt) No.218/2007/Law dated 23.2.2007 at a total cost outlay of Rs 301.30 lakhs (Rupees Three Hundred and One lakhs and Thirty thousand only) (copy of the Order forms part of this deed as if incorporated herein) and the work has been entrusted to KELTRON for execution;

AND WHEREAS the Information System and Technology Plan Document (Version 2.0) prepared during Phase I is intended to cover the critical Knowledge based functions of Legislation, Legal Opinion, Conveyancing, Translation and also for developing a Knowledge Management System (KMS) and Document Management System (DMS) for State Law Department;

AND WHEREAS Phase II (B) (2nd year of the three year Plan) comprises Application Software for Conveyancing, Subordinate Legislation, Suits with interface to File Management System, Installation of computer aided translation and its tools in the translation section, implementation of Knowledge Management System, Document management System and File Flow in all sections of the department, Procurement of high end Servers , Data Storages for clustering , 104




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Terminals, Scanners, Development of Knowledge Bank with major Central Acts, State Acts, Judgments, templates;

AND WHEREAS the Software Requirement Specifications document for the Phase II (B) submitted by KELTRON was approved vide G.O. (Rt.) 312/2007/LAW dated 29.3.2007

NOW THEREFORE in consideration of the mutual covenants and promises herein contained it is agreed as follows:

1. KELTRON shall design, develop, maintain and manage the infrastructure for the Project which includes deployment of hardware and delivery of all software modules before 31st March 2007. Necessary data entry, scanning, uploading of documents and fine tuning of the Software modules developed will also be ensured.

2. KELTRON shall ensure the creation of the Knowledge Bank in the appropriate structure as agreed with major Central Acts, State Acts, Rules, Regulations, Judgments, Notifications and related details which shall be identified by Law Department and within the time frame fixed by Law Department.

3. Cent percent accuracy shall be ensured by KELTRON in the digitisation process. The quality check of the documents to be uploaded to the Knowledge Bank shall be done by Law Department. KELTRON shall be bound to make the modifications suggested by Law Department after quality check within the time limit specified by Law Department. If inadvertent mistakes are noticed during the quality check process and thereby human effort is found to be wasted unfruitfully, KELTRON shall compensate Law Department.

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4. KELTRON shall be bound to keep the data in the Knowledge Bank up-to-date by carrying out the necessary modifications, corrections, additions, omissions etc. and shall ensure the presence of at least one person of KELTRON as System Administrator in Law Department for offering technical advice as well as maintenance of the Knowledge Bank till the handing over of the Administration of the Project to the Law Department on completion of Phase II and he shall also act as a Database Administrator.

5. KELTRON shall impart training to the staff of this Department and provide adequate technical support for future maintenance of the Knowledge Bank by Law Department.

6. KELTRON shall prepare comprehensive documentation in respect of software developed including detailed design document and handover the same to the Law Secretary.

7. The value of the content and total consideration envisaged under the agreement shall not exceed Rs 20979123/- only (Rupees Two Crores Nine Lakhs Seventy Nine Thousand One Hundred and Twenty Three only).

8. Law Department will be free to appoint external agencies also to conduct Acceptance Testing and Compliance and accept the work and deliverables only on satisfactory and absolute compliance with the same.

9. All software installed by KELTRON shall be licensed in the name of Law Department. Completely licensed software alone will be allowed to be used.

10. On installation of the software at the sections and for various activities the Acceptance Test Plan will be conducted by the Monitoring Committee on E-Governance in Law Department jointly with members of KELTRON and Kerala State I.T.Mission.

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M. NARAYANAN
Managing Director

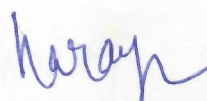
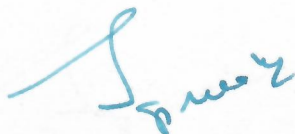
11. Acceptance tests will also be performed on replacement products, upgrades and new version releases and products, which are added or field modified after acceptance of the systems. Operational Acceptance Testing shall be conducted in accordance with technical specifications for the system, the requirements of Application Software developed, the training facility and mechanism in place, the procedure for application support and handling of users and operation and maintenance systems in place.

12. If KELTRON fails to deliver, install or commission any or all of the systems or if any systems fail to gain acceptance, Law Department shall without prejudice to its other remedies under the agreement deduct from the performance guarantee as liquidated damages, a sum equivalent to 0.5% of the total consideration envisaged per week, up to a maximum of 5%.

13. KELTRON will provide regular performance reports on the hardware, software, network, Application Software and any other services provided that is part of the Project, as requested by Law Department from time to time till Phase II is over.

14. The technology choice for the Project shall be proven and efficacious. The Technology shall be based on open standards. In case of proprietary, firm arrangements for localisation of technology are to be indicated. KELTRON shall prepare a maintenance plan and get it approved by the Law Department. All the maintenance services shall be provided by KELTRON free of cost during warranty period.

15. KELTRON shall prepare the platform using three servers :(i) Application Server (ii) Database (iii) Doc storage server. If Doc Storage Server is not used, KELTRON shall either store in a demarcated directory in the Database server or use Data centre storage server space for facilitating larger use of the platform for State wide resource storage.



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16. KELTRON shall in relation to the Knowledge Management System anchor uploaded documents to valid date field both in the upload form and in "Excel" sheet for mass upload for tracking documents by date and shall also enable Cross Documentation reference. A glossary of key words shall also be created for easy inputting while uploading documents.

17. KELTRON shall make available cross reference facility to book mark document/page/stanza of points related reference for administering the issues in the file in the Document Management System (DMS).

18. Generic search shall be provided by KELTRON in all cases, not only within any type of document but global search shall also be possible.

19. Any other improvements that may be seen at the time of usage of the platform will be eventually brought to the notice of KELTRON by Law Department and KELTRON shall be bound to carry out the same;

20. In order to guarantee the due performance of the obligations of KELTRON under this agreement KELTRON is to execute a guarantee for due performance of the contract and also ensure to provide network, hardware and software installations and maintenance support to hardware and software. The performance guarantee for the software developed will be for a period of five years. The amount of such performance guarantee shall be equivalent to 10% of the total payment made to KELTRON by Law Department. This guarantee will be in the form of a bank guarantee and should be provided to the Department before effecting full payment to KELTRON. Initially, the performance guarantee shall be for six months which can be extended further till the performance guarantee is discharged. The performance guarantee will be returned by the Law Department to KELTRON not later than thirty days following the date of written acceptance of all the KELTRON's obligations under the Contract.

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21. KELTRON shall carry out onsite support for hardware, software and ~~etc.~~ KELTRON shall undertake the responsibility of integrating the existing hardware with the new system when established.

22. KELTRON shall conceive and implement orientation and training on operating systems and software modules developed for LIMS, critical Legislative functions and Opinion, network administration and application software and draw up curriculum for such training.

23. KELTRON shall handover the Source code of the software developed to the Nodal Officer of Law Department two weeks before the expiry of the performance guarantee. The Law Department shall also if it deems fit, direct KELTRON to hand over the Source code at any point of time. Law Department shall also have the power to seize the Source Code from the possession of KELTRON or any other agency which may possess the same if it deems fit.

24. The Intellectual Property Rights of the software developed by KELTRON (either directly or in association with partners or through complete outsourcing) will vest with Law Department under the provisions of the Indian Copyright Act, 1957. In all documentation, screenplays and source codes, "©Law Department, Government of Kerala" will be incorporated.

25. If it is seen that the accepted system do not meet the requirements after they are deployed for use within a period of six months from the date of deployment, the cost of system modification will be borne by KELTRON.

26. In case the application software crashes due to hardware failure or system software, every effort will be made by KELTRON so as to avoid the disruption of the functioning of the systems in Law Department. In case of a




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necessitating total shut down, the maximum uptime for installation and restoration will be 24 hours from the reporting time.

27. The application Software shall be assigned and fine tuned periodically once in three months. All assessments and fine tunings requested by Law Department shall be entertained at once.

28. Log in security of each application may be ensured as part of System security and Software Security.

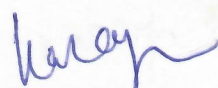
29. KELTRON shall conform to the approved standards of data base administration tasks and establish and maintain network links to the server as per approved plan.

30. Server Management and network Supervision, Data base Management, Disaster and Crisis Management shall be attended to by KELTRON to the best satisfaction of Law Department. All the equipments will conform and comply with acceptable Industry Standards.

31. KELTRON will control the maintenance of Data Conversion Device (like modems), track sharing of data resources and regulate performance degradation. The topology used for networking shall be intimated to Law Department.

32. In addition to the warranty terms approved, KELTRON warrants that the infrastructure developed, designed, installed and commissioned will strictly conform to the specified quality and will be absolutely free from defects in material and workmanship in all material respects and will conform in respects to the functional and other descriptions contained in specifications.

33. KELTRON warrants that the operating manuals and instructional materials and guidance plan will provide adequate and necessary instruction to the staff of Law Department to make full and proper use of the


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structure in combination with the equipment and the said operating system.

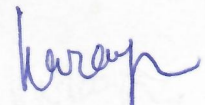
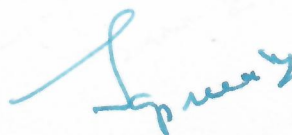
34. KELTRON warrants that from the date of acceptance of each equipment or software supplied/developed under this agreement shall have no defect arising from design or manufacture. KELTRON shall during the period of Phase II (three year plan) with all reasonable speed, repair or replace the defective systems without costs to the Law Department, for three years from the date of supply.

36. If there is a breach of warranty, KELTRON shall at his own expense and as promptly as possible remedy the defect or error without charge to Law Department.

37. KELTRON or any other third party directly or indirectly linked with it, undertake not to directly or indirectly compete with Law Department or disclose the work or to reproduce the work in any form whatsoever and/or use the material in later Projects or modify it for use in derivative works without the prior written consent/approval of Law Secretary.

38. KELTRON undertakes to treat as absolutely confidential and keep secret all inputs both oral and written leading up to the creation of the Law Information Management System (LIMS) as exclusive property of Law Department that should not be disclosed to third parties whatsoever.

39. If KELTRON includes any material not owned by them which require a permission/license from a third party, KELTRON must *suo motu* obtain those permission/licenses and pay for them, if necessary, and if KELTRON uses Content or Software owned by others without permission, KELTRON will be liable to indemnify the Law Department completely and keep it completely harmless and absolutely protected at all times against any third party demands and/or claims made.



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40. Notwithstanding anything contained anywhere else in this agreement the decision of the Law Secretary shall be final and binding upon KELTRON on all matters relating to this agreement and applications of terms and conditions herein.

41. Differences of opinion, disputes if any, arising during the period of agreement will be settled by mutual consultation by the signatories or their designated nominees. Should the disputes/differences nevertheless remain unresolved, arbitration proceedings will be followed, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. An award passed by the Arbitrator will be final and binding and shall be a condition precedent for either party to resort to any proceedings before any court of law. The Arbitration will be conducted at Thiruvananthapuram and the proceedings will be in English Language. In the panel of Arbitration, the persons nominated by Law Secretary will also be included.

42. No variation in or modification of the terms of contract shall be made except by written amendments signed by the parties.

43. The contract shall be interpreted in accordance with appropriate laws of the Union of India and the State of Kerala.

44. M/s KELTRON will be subjected to the provisions of IT Act for violations of any of the conditions mentioned above as well as any of the penal statutes.

IN WITNESS WHEREOF Shri. P.S.Gopinathan, Law Secretary, Law Department for and on behalf of the Governor of Kerala AND M.Narayanan, Managing Director, M/S KELTRON for and on behalf of KELTRON have here unto set their hands on the day, month and year first above written

P. S. Gopinathan

M. Narayanan
M. NARAYANAN
Managing Director

Signed by

[Handwritten signature]

Law Secretary, Law Department,
Government Secretariat,
Thiruvananthapuram.

Signed by

[Handwritten signature]

Managing Director
KELTRON, Vellayambalam,
Thiruvananthapuram

IN the presence of witnesses

- 1.
- 2.

IN the presence of witnesses

1. G.D. Mohanachandra Kartha
DGM, KELTRON
2. VRS Thampy,
Dy.Manager, KELTRON

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