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CX 772167

AGREEMENT

THIS AGREEMENT is executed at Thiruvananthapuram on this the 29th day of March Two Thousand and Twenty One between the Governor of Kerala represented by Sri/Smt. JISHA D. JOINT SECRETARY, Law Department, Government Secretariat, Thiruvananthapuram (hereinafter referred to as "Law Department" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART and the Kerala State Electronics Development Corporation Ltd., a Government of Kerala Undertaking, having its registered office at Keltron House, Vellayambalam, Thiruvananthapuram (hereinafter referred to as "M/s KELTRON" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by Smt. Usha K, General Manager and Head (IT Business Group), of the SECOND PART;

WHEREAS, the Project of Modernization of Law Department –Law Information Management System hereinafter referred to as LIMS and Court Cases Monitoring Solution for Law Offices hereinafter referred to as CCMS (hereinafter referred to as 'the Project') is a plan scheme approved by the Planning Commission and the work has been entrusted to M/s KELTRON vide G.O (Rt) No.346/2021/Law dated 25.03.2021. (Annexure 1)

Jisha D.
Joint Secretary
Law Department
Govt. secretariat
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Usha K

USHA K
CGM(i/c) & HEAD
IT BUSINESS GROUP
KELTRON, VELLAYAMBALAM
THIRUVANANTHAPURAM

15 MAR 2021

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AND WHEREAS, the Project is implemented in phased manner through M/S. KELTRON and Phase I, Phase II, Phase III and Phase IV of the CCMS for Law Offices has successfully been completed;

AND WHEREAS, the different components necessary for the annual maintenance, up gradation are being carried out from time to time by M/S. KELTRON;

AND WHEREAS, the administrative sanction for Annual Maintenance Contract hereinafter referred to as "AMC" of the Upgraded LIMS Application & Law Modules and one onsite support staff, LIMS Server Hardware Maintenance, Annual Maintenance support of the Upgraded CCMS Application. Support charges including onsite support, on call support and training, CCMS hardware up gradation and maintenance charges for the year 2020-21 has been sanctioned vide G.O (Rt) No.346/2021/Law dated 25.03.2021 at a cost outlay of Rs. 48.49800/- Rupees forty eight lakh forty nine thousand and eight hundred only (Inclusive of GST) the details of which shall form part of this agreement.(Annexure 1)

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

1. M/s KELTRON shall maintain and manage the project which includes AMC of the Upgraded Law Information Management System (LIMS) Application, Law Modules and one onsite support staff.
2. M/s KELTRON shall maintain and manage the LIMS Server Hardware Maintenance (for the period until migration).

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No. JISHA DS
12-1-2021
Joint Secretary
Law Department
Govt. Secretariat
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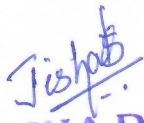


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3. M/s KELTRON shall provide AMC of the Upgraded CCMS Application. Support charges including onsite support, on call support and training. CCMS hardware upgradation charges (Upgradation of old PCs, general maintenance charges).
4. M/s KELTRON shall maintain and manage the Integration of LIMS, e-Office & CMO Portal.
5. M/s KELTRON shall impart training to the staff of Law Department and provide adequate technical support for successful running of the LIMS & CCMS Software by Law Department.
6. The value of the content and total consideration envisaged under the agreement shall not exceed **Rs. 48,49,800/- Rupees forty eight lakh forty nine thousand and eight hundred only (Inclusive of GST).**
7. All Additional software installed by M/s KELTRON shall be licensed in the name of Law Department, Government of Kerala.
8. 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, if necessary.
9. If M/s KELTRON fails to deliver, install or commission any or all of the systems or if any systems fail to gain acceptance, Law Department, Government of Kerala 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.
10. Any improvements that may be seen necessary at the time of usage of the platform will be eventually brought to the notice of M/s KELTRON by Law Department and M/s KELTRON shall be bound to carry out the same.
11. In order to guarantee the due performance of the obligation of M/s KELTRON under this agreement, M/s KELTRON shall execute a guarantee for due performance of the Contract and also ensure to provide hardware and software installations and maintenance support to server hardware and LIMS, CCMS software. The amount of such performance guarantee shall be equivalent to 10% of total payment made to M/s KELTRON by Law Department. This guarantee will be in the form of a bank guarantee and should be provided to the department before full and final payment to M/s KELTRON. The guarantee shall be in force till the performance guarantee is discharged. The performance guarantee will be discharged by the Law Department and returned to M/s KELTRON not later than thirty days following the date of written acceptance of all the obligations of M/s KELTRON under the Contract.
12. M/s KELTRON shall during normal office working hours and working days correct the faults and failures in the hardware and software and repair/replace defective parts that may fail or are damaged in the course of its operations.



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13. M/s KELTRON shall respond immediately and provide technical support, repair and maintenance service in response to requests made by Law Department or the Offices concerned, in person or over telephone (ph no: 0471-2722673), email (service@keltron.org) or letter addressed to General Manager, Customer Support Group or such other means as available to them to communicate to M/s KELTRON.
14. M/s KELTRON shall provide comprehensive onsite maintenance service and support for the Hardware and software installed under the Project.
15. M/s KELTRON shall provide the following services under the contract to keep the systems and peripherals in good working order:-
- i. Scheduled Preventive Maintenance hereinafter referred to as "PM" once in six months for all systems and peripherals under the Project. Law Department may ensure the availability of the systems and peripherals for PM operations to the service Engineer at the scheduled time. M/s KELTRON shall submit periodical PM reports to Law Department, Government of Kerala.
 - ii. Unscheduled, on call corrective and remedial maintenance service to set right the Malfunctions of the system: This includes replacement of unserviceable parts. The parts replaced will be new parts. Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of M/s KELTRON. The Law Department will be free to consult external agencies also if any doubt arises in this regard.
 - iii. In the case of a part, the defective part removed from the system will become the property of M/s KELTRON.
 - iv. Operating System hereinafter referred to as OS support: This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS and device drivers' upgrade, system configuration will be attended and rectified by M/s KELTRON. All required device drivers will be provided by M/s KELTRON. A copy of all device drivers will also be kept by M/s KELTRON. This is applicable only for the licensed copy of OS, device drivers and any other standard software. The up gradation of the OS and the device drivers under the scope of this agreement shall be possible only if their manufacturer provides support to that product. In the case of the manufacturer withdraw support to a specific OS (for example, Microsoft withdrawing support to its products like Windows 7 or higher), subsequent upgradation will not be possible.
 - v. Service Levels mentioned herein are intended to measure as to whether M/s KELTRON is meeting some, but by no means all, of M/s KELTRON's contractual commitments to the Law Department. The Service Levels may be added, deleted, or modified by the parties through mutual consent during the term of this agreement.
 - vi. If any of the services to be provided does not have a specifically defined, designated or associated Service Level cited hereunder, M/s KELTRON shall perform such service or obligation with a level of accuracy, quality, completeness, timeliness, responsiveness and cost efficiency that meets or exceeds the standards of other similar companies providing services similar to the Services in this agreement.


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Service Levels will be as described in Table below

Time of Request	TYPE OF SERVICE		
	Max. Time to Respond	Max. Time to Resolve	Max. Time to Repair/Replace (Max. Permissible Downtime)
9.00 AM-5.00 PM Working Hours 1. Server and Software	2 hour	24 hours	In case of minor defects repairable by reconfiguration of the system, 24 hours (carried over to the working hours of next working day) after diagnosis. In case of major defects requiring replacement of parts, 36 hours (carried over to the working hours of 3rd working day) after diagnosis.
2. Computers; Printers, UPS, switches and other peripherals	8 hours	72 hours	In case of minor defects, 48 hours (carried over to the working hours of 2nd working day) after diagnosis. In case of major defects requiring replacement of parts, 72 hours (carried over to the working hours of 3rd working day) after diagnosis.

- Time of Request: Time at which Request is made for Service subsequent to occurrence of Break-Down of Operation of Equipment.
- Max. Time to Respond: Time for Response of Engineer to visit and inspect Break-Down of Equipment at the Site of Installation, after Service Request is made.
- Max. Time to Resolve: Time to Resolve Break-Down by Quick-Repair or alternate/standby equipment for continuation of Business Operation, after Service Request is made.
- Max. Time to Repair/Replace: Time to restore Good working Condition/Normal Operation of Equipment, after Repair/Replace Failed Parts like Mother-Boards/Memory/Storage/Power Supplies.
- Preventive Maintenance Calls not mandatory if on-demand calls are already made during the quarter.

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17. PENALTY

M/s KELTRON shall ensure that the overall UPTIME of the system is higher than 90%. This means that all computer systems and Peripherals covered under this performance guarantee clause shall be in operating condition at least on 90 % of the working hours in a year. This shall be calculated yearly and downtime penalty shall be imposed for downtime in excess of 10% allowed. The downtime penalty already charged during that year shall be deducted from the downtime penalty so calculated. Downtime penalty shall be settled every year.

- The System shall be considered to have UPTIME when these are available at the locations and facilitate the routine business operations during the working hours.
- The System shall be considered to have DOWNTIME when these remain in breakdown condition after expiry of the maximum permissible time for repair/replacement of faulty parts.
- The UPTIME shall be calculated for all the System on an Annual basis.
- The DOWNTIME shall attract penalties as in table below.

ITEM	Max. Permissible DOWNTIME, before Commencement of PENALTY	PENALTY (Rs. Per Day Per Equipment per Incident)	Minimum OPERATION-TIME of Equipment after Repair/Replacement, for exclusion from Continuous DOWNTIME calculation.
Server	24 hours	Rs.200/- per day	7 days
Computers	72 hrs	Rs. 50/- per day	7 days
Printers, Scanners & Other peripherals	72 hrs	Rs.30/- per day	7 days
Operating System	72 hrs	Rs. 50/- per day	7 days

Note:-

- Maximum Penalty per day will be limited equal to penalty of system/printer (whichever is more), if the system and attached Digital Media Port/Ports are down at the same time.
- For OS -System penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged.
- Whenever the system and peripherals cannot be repaired onsite within the specified limits, M/s KELTRON will have the option to provide an alternate equipment of

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matching specification of the equipment supplied under the contract. This will be replaced within the period as agreed in Clause 17(d). All such replaced equipments will also come under the clauses of the existing Performance guarantee.

- iv. Maximum penalty should be limited to Rs 250/- for CPU, Rs 150/- for Printer and Rs 200/- for UPS.
- v. Penalty shall be calculated on an annual basis, and deducted from the payments due to M/s KELTRON as part of this agreement or any other Agreement in force or from any other payment due to M/s KELTRON from the Government, or by any other means enforceable by the Government.

18. CCMS- Hardware AMC

The Annual Maintenance Charges shall be as per the mutually agreed terms:

- i. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- ii. This contract extends only to problems arising out of normal functioning of the system and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm, lightning, electrical problems in the AC supply, abnormal operation of customer or due to any other natural calamities. Any damage to the system due to site problem would not be covered under this contract and it will be repaired on chargeable basis.
- iii. Law Department shall take sufficient protection to avoid breakdowns due to damage caused by rodents, short circuits due to insects etc. Law Department shall ensure proper ventilation to all the computers and peripherals. Care may be taken to avoid keeping office files and books very close to the computers obstructing the air circulation through the equipments ventilator ducts.
- iv. Law Department will be responsible for operating the systems and peripherals. During the period of contract, Law Department will restrict to operational activities only and will not repair or maintain any equipment.
- v. To monitor the maintenance activity and to discuss other related matters, periodical meetings between the Law Department and M/s KELTRON will be held.

19. CALL REGISTRATION AND COMPLETION

All the Legal Assistants appointed at the DGP Offices will log the maintenance calls using the System Maintenance Register. M/s KELTRON shall acknowledge each call with a unique Call Number which is to be used for reference in future. A call slip shall be made for each call. The Call slip shall contain the following details. Call number, reported problem, affected items, date and time in hours, fault


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diagnosed, repairs carried out, and components replaced etc. Completion of calls will be certified by the Legal Assistant of the DGP Office concerned who logs the service call or by a nominee of the Law (Nodal) Department. M/s KELTRON shall prepare the call service slips in duplicate. These will be signed by the Legal Assistant who log the service call or by a nominee of the Law (Nodal) Department. One copy will be given to the Legal Assistant /Law Department and one copy will be retained by M/s KELTRON. This document will be used to work out downtime for penalty calculation, subject to the conditions mentioned earlier. The entries in the System Maintenance Register may also be completed based on the entries of the Call Sheet after closing the call. If the online call login facility is available, the computerized systems may be followed as an alternative to call registration and completion clause.

20. M/s KELTRON shall supply additional hardware as per the requirement of the department subject to fund availability as per the said administrative sanction.
21. M/s KELTRON and its personnel shall at all times comply with all security regulations in effect from time to time at the premises of the installation of the equipment, and for bringing in and taking out service tools and equipments.
22. The maintenance shall not include the repair or replacement of parts or components that may have been damaged due to physical mishandling or usage not as per technical specifications or all consumables including battery, print head, ribbon, fuser unit, toner, rubber parts and mechanical damages are not included.
23. Login security of each application may be ensured as part of System Security and Software Security.
24. M/s KELTRON shall conform to the approved standards of database administration tasks and establish and maintain network links to the server as per approved plan.
25. M/s KELTRON shall attend the Server Management, Network Supervision, Database Management, Disaster and Crisis Management to the best satisfaction of Law Department.
26. The term of this agreement shall be for a period of Twelve (12) months from 1st April, 2020 to 31st March, 2021.
27. M/s KELTRON shall respond immediately to and provide technical support, repair and maintenance service in response to request made by Law Department or the concerned Offices in person or over telephone, email or such other means as available to them to communicate to M/s KELTRON.
28. M/s KELTRON shall ensure that the system (both hardware and software) is in proper working condition for overall 99% per annum during working hours.
29. The Intellectual Property Rights of the software developed by M/s KELTRON (either directly or in association with partners or through complete outsourcing) will vest with Law Department under the provisions of the Copyright Act, 1957 (14 of 1957). In all documentation, screen plays and source codes, "©Law Department, Government of Kerala" will be incorporated.

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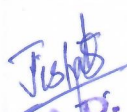
30. In case the application software crashes due to hardware failure or system software, every effort shall be made by M/s KELTRON so as to avoid the disruption of the functioning of the systems in the Law Department, Government of Kerala. In case of a crash-necessitating total shut down, the maximum uptime for installation and data restore will be 24 hours from the reporting time.
31. M/s KELTRON shall handover the source code of LIMS and CCMS application to Law Department. The Intellectual Property Rights of LIMS and CCMS rest with the Law Department, Government of Kerala.
32. M/s KELTRON shall conform to the approved standards of database administration tasks and establish and maintain network links to the server as per the approved plan.
33. Server Management and its Network Supervision, Database Management, Disaster and crisis management shall be attended by M/s KELTRON to the best satisfaction of Law Department. All the equipments installed will conform and comply with acceptable Industry Standards.
34. M/s. KELTRON will control the maintenance of Data Conversion device (like Modems), track sharing Data resources and regulate performance degradations of Servers. The topology used for networking may be intimated to Law Department.
35. In addition to the warranty terms approved, M/s KELTRON warrants that the infrastructure developed, installed, replicated 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 all respects to the functional and other descriptions contained in the specifications.
36. M/s KELTRON warrants that the operating manuals, instructional materials and guidance plans will provide adequate and necessary instruction to the staff of Law Department to make full and proper use of the infrastructure in combination with the equipment and the said operating system.
37. M/s 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 manufacturer. M/s KELTRON shall during the project period from 2020-21 with all reasonable speed, repair or replace the defective systems, without cost to the Law Department.
38. If there is a breach of warranty, M/s KELTRON shall at its own expense and as promptly as possible remedy the defect or error without charge to Law Department.
39. M/s KELTRON or any other third party directly or indirectly linked with it, undertake not to directly or indirectly compete with Law Department, Government of Kerala 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 Government.
40. M/s KELTRON undertakes to treat as absolutely confidential and keep secret all inputs both oral and written leading up to the creation of the LIMS and CCMS applications as an exclusive property of Law Department, Government of Kerala that shall not be exchanged or disclosed to third parties whatsoever.

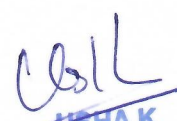
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41. If M/s KELTRON includes any material not owned by them, which require a permission/license from a third party, M/s KELTRON must *suo motu* obtain those permission/licenses and pay for them, if necessary, and if M/s KELTRON uses content of software owned by others without permission, M/s 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.
42. Any failure or omission to carry out the provisions of this agreement shall not give rise to any claim by the Parties, if such failure or omission arises from "FORCE MAJEURE" which shall include all acts of natural calamities such as fires, floods, earthquakes, hurricane or civil strikes, riots, lightning, embargoes or from any political or other reasons beyond the control of the parties including war (whether declared or not), civil war or a state of insurrection. Provided that the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing within 1(one) month of such occurrence or cessation. If condition continues beyond six (6) months, the parties shall then mutually decide about the future course of action.
43. Notwithstanding anything contained in this agreement the decision of Government of Kerala shall be final and binding upon M/s KELTRON on all matters relating to this agreement and application of terms and conditions herein.
44. Differences of opinion or disputes if any, arising during the period of agreement will be resolved by mutual consultation by the parties or their designated nominees. If the disputes/differences nevertheless remain unresolved, arbitration proceeding will be followed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or under any prevailing Government Forum of Panel or Committee. An award passed by the Arbitrator or Government Forum or Panel or Committee 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.
45. The agreement shall be subject to the jurisdiction of Courts in Thiruvananthapuram.
46. No variation in or modification of the terms of contract shall be made except by written amendments signed by both parties.
47. If one of the party does not fulfill the obligations as specified in the agreement the other party has the right to terminate this agreement after written notification to the other party, indicating the violations and giving a time of 60 days to correct such violations after such notification. In case the violations are not rectified within the prescribed period, the agreement will stand terminated.
48. The contract shall be interpreted in accordance with the appropriate laws of the Union of India and the State of Kerala.
49. The Law Department reserves its right to terminate the maintenance contract at any time without assigning any reason. M/s KELTRON will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to M/s KELTRON for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.


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50. M/s KELTRON shall conform that the prices charged by KELTRON should not exceed the prevailing rates charged by it from others for similar services.

IN WITNESS WHEREOF the parties, hereunto have set their hands to these presents on the day, month and year first above written.

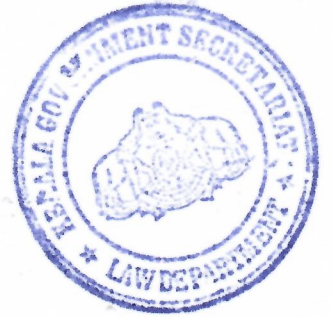
SIGNED, SEALED AND DELIVERED by
Smt. JISHA D. JOINT SECRETARY Law Department, Government Secretariat, Thiruvananthapuram on behalf of Governor of Kerala.

In the presence of Witnesses:

BINDU DEPUTY SECRETARY
Law Department, Government Secretariat, Thiruvananthapuram

SAJEEV S
Law Department, Government Secretariat, Thiruvananthapuram

(Office Seal)



SIGNED, SEALED AND DELIVERED by Smt. Usha K, General Manager and Head (IT Business Group) for and on behalf of Kerala State Electronics Development Corporation Ltd.

USHA K
CGM(i/c) & HEAD
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(Office Seal)

In the presence of Witnesses:

1. ITBG/SWG, KELTRON
Vellayambalam
Thiruvananthapuram-695033

2. ITBG/SWG, KELTRON
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ANNEXURES
1. G.O.(Rt) No. 346/2021/Law dated. 25-03-2021.