



കേരളം കേരल KERALA

AM 818638


AGREEMENT

THIS DEED of Agreement executed on this the...^{20th} day of October... two thousand and fourteen BETWEEN the Governor of Kerala represented by Sri. C.P. Ramaraja Prema Prasad, Law Secretary, Law Department, Government Secretariat, Thiruvananthapuram (hereinafter referred to as "the Government of Kerala" 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 ONE PART AND the Kerala State Electronics Development Corporation Ltd., a Government of Kerala Undertaking, having its registered office at M/s 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. Beeda D'cruz ,Head(ITBG), of the OTHER PART;

WHEREAS, the Project of Modernization of Law Department (herein after referred to as 'the Project') is a plan scheme approved by the Planning Commission and the work has been entrusted to M/s Keltron;

AND WHEREAS, the project is implemented in phased manner and the Phase I, Phase II (A), Phase II (B) and Phase II (C) of the Project of Modernization of Law Department were successfully completed;

AND WHEREAS, the different components necessary for the annual maintenance, upgradation and knowledge bank buildup are being carried out from time to time by M/s Keltron;


 C.P. Ramaraja Prema Prasad
 Secretary to Government
 Law Department
 Government Secretariat
 Thiruvananthapuram.

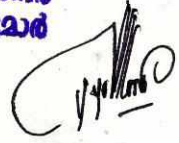


Beeda
 M. Beeda D'Cruz
 Chief General Manager
 IT Business Group

No: 19090
08/10/14

12.001 KSEDC
Vellayambalam

കരകുളം വെണ്ടർ
പി. അലക്സാണ്ടർ




Handwritten signature

AND WHEREAS, the Administrative Sanction for the Software upgradation, feature addition, Software maintenance and Knowledge bank build up of the Project-LIMS for the year 2014-15 has been sanctioned vide G.O(Rt) No.1169/2014/Law dated 23.08.2014 at a cost outlay of ₹. 86, 00,000/- (Rupees Eighty Six lakhs only) the details of which shall form part of this agreement;

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

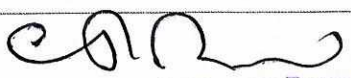
1. M/s Keltron shall maintain and manage the infrastructure for the project which includes Law Information Management System (LIMS) Software upgradation and feature addition (As per annexure I), LIMS software maintenance, LIMS onsite support by deploying two persons at Law Department, LIMS Oracle suit support for the 4 servers, scanning and adding pages in knowledge base @ ₹.12/- per converted page and scanning folder page @ ₹. 1/- per page and LIMS Server hardware maintenance.
2. M/s Keltron shall ensure the creation of the Knowledge Bank in the appropriate structure as agreed with the remaining relevant data which shall be identified by the Law Department within the time frame fixed by the Law Department.
3. Cent percent accuracy shall be ensured by M/s Keltron in the digitization process. The quality check and proper authentication as to the correctness of documents to be uploaded in the Knowledge Bank shall be ensured by M/s Keltron. If inadvertent mistakes are noticed during further verification process by Law Department and thereby human effort is found to be wasted unfruitful, M/s Keltron shall compensate Law Department by rectifying the mistakes at their own cost to the satisfaction of Law Department.
4. M/s 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 two personnel for offering technical advice as well as maintenance of Knowledge Bank till the handing over of the Administration of the Project to the Law Department on completion of project Upgradation/Maintenance 2014-15. M/s Keltron shall also handover the details of pages uploaded in the knowledge base management system (KMS), before effecting payment to that effect.
5. M/s Keltron shall ensure the Law Information Management System (LIMS) Software upgradation and feature addition (As per annexure I) of this Agreement.
6. M/s Keltron shall effect maintenance of LIMS server hardware as per order.
7. M/s Keltron shall impart training to the staff of Law Department and provide adequate technical support for future maintenance of the Knowledge Bank and LIMS Software by Law Department.
8. The value of the content and total consideration envisaged under the agreement shall not exceed ₹.86, 00,000/- (Rupees Eighty Six Lakhs only) inclusive of taxes.
9. Law Department, Government of Kerala will be free to appoint external agencies also to conduct Acceptance Testing and Compliance, if necessary, and accept the work and deliverables only on satisfactory and absolute compliance with the same.


 C.P. Ramaraja Prerna Prasad
 Secretary to Government
 Law Department
 Government Secretariat
 Thiruvananthapuram.



M. Beeda
 Chief General Manager
 IT Business Group

10. All Additional software installed by M/s Keltron shall be licensed in the name of Law Department, Government of Kerala. Completely licensed software alone will be allowed to be used.
11. On up-gradation of the software and for various activities, the Acceptance Test Plan will be conducted by the Monitoring Committee on E-Governance in Law Department, Government of Kerala jointly with the members of M/s Keltron and Kerala State I.T. Mission, if necessary.
12. 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.
13. 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.
14. M/s Keltron will provide regular performance reports on the services, hardware, software, network, application software and any other services provided that is part of the Project, as requested by Law Department, Government of Kerala from time to time till the Project implementation is over.
15. The Law Department, Government of Kerala and M/s Keltron shall hold periodical meetings to monitor the maintenance and upgradation activities and to discuss other related matters.
16. M/s 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. M/s Keltron shall make available cross reference facility to bookmark document/page/stanza of points related reference for administering the issues in the file in the Document Management System (DMS).
18. Any improvements that may be seen 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.
19. 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 network, hardware and software installations and maintenance support to server hardware and LIMS software. The amount of such


C.P. Remaniasa Prema Prasad
Secretary to Government
Law Department
Government Secretariat
Thiruvananthapuram.

M. Beeda D'Crubya
Chief General Manager
IT Business Group



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.


20. The term of the Agreement shall be for a period of (12) months from the date of signing of this Agreement.
21. M/s Keltron shall carry out onsite support for LIMS Software upgradation and feature addition (as per annexure I), maintenance, and oracle suit support for 4 servers.
22. M/s Keltron shall respond immediately to and provide technical support, repair and maintenance service in response to requests 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.
23. 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
24. 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 Indian Copyright Act, 1957. In all documentation, screen plays 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 M/s Keltron.
26. 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.
27. The application Software shall be assessed and fine tuned periodically once in three months and report in this regard shall be forwarded to the Law Department by M/s Keltron. All assessments and fine tunings requested by Law Department shall be entertained at once.
28. Login security of each application may be ensured as part of System Security and Software Security.
29. 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.


C.P. Ramaraja Prema Prasad
Secretary to Government
Law Department
Government Secretariat
Thiruvananthapuram.

M. Beeda D'Costa
Chief General Manager
IT Business Group



30. Server Management, Network Supervision, Database Management, Disaster and crisis management shall be attended to by M/s Keltron to the best satisfaction of Law department. All the equipments installed will conform and comply with acceptable Industry Standards.
31. M/s 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 may be intimated to Law Department.
32. 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.
33. M/s Keltron warrants that the operating manuals and 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.
34. 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 manufacture. M/s Keltron shall during the project period from 2014-15 with all reasonable speed, repair or replace the defective systems, without cost to the Law Department.
35. 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.
36. 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.
37. 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 Law Information Management System (LIMS) as an exclusive property of Law Department, Government of Kerala that shall not be disclosed to third parties whatsoever.
38. 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.
39. 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,


C.P. Ramaraja Prema Prasad
Secretary to Government
Law Department
Government Secretariat
Thiruvananthapuram.

Page 5


M. Beeda D'Cruz
Chief General Manager
IT Business Group



earth quakes, 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.

40. Notwithstanding anything contained anywhere else 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.
41. Differences of opinion or disputes if any, arising during the period of agreement will be resolved by mutual consultation by the signatories or their designated nominees. Should 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.
42. No variation in or modification of the terms of contract shall be made except by written amendments signed by both parties.
43. The contract shall be interpreted in accordance with the appropriate laws of the Union of India and the State of Kerala.


P. Rama Prasad
Secretary to Government
Law Department
Government Secretariat
Thiruvananthapuram.


M. Beeda D'Cruz
Chief General Manager
IT Business Group



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

Signed by:

Sri. C.P. Ramaraja Prema Prasad,
Law Secretary,
Law Department,
Government Secretariat, Thiruvananthapuram

C.P. Ramaraja Prema Prasad
Secretary to Government
Law Department
Government Secretariat
Thiruvananthapuram.

In the presence of witnesses

- 1.
- 2.

LEELAMMA K. JACOB
Additional Law Secretary
Law Department
Govt. Secretariat
Thiruvananthapuram

JYOTHY PRADEEP
SECTION OFFICER
LAW DEPARTMENT
GOVERNMENT SECRETARIAT
THIRUVANANTHAPURAM
KERALA-695 001

Signed by: Beeda



Smt. Beeda D'Cruz,
Head(ITBG),
M/s Keltron, Vellyambalam,
Thiruvananthapuram

In the presence of witnesses

1. Santhosh. S, DGM, Keltron.
2. Ranjith. K., Asst. Manager, KETRON

ANNEXURES:

1. List of requirements which are covered per the scope of the Agreement
2. G.O. (Rt) no 1169/2014/Law dated 23.08.2014.