



കേരളം केरल KERALA

AM 818639

AGREEMENT

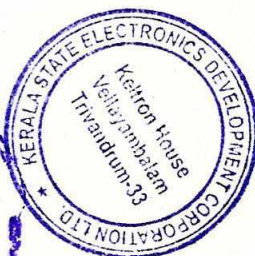
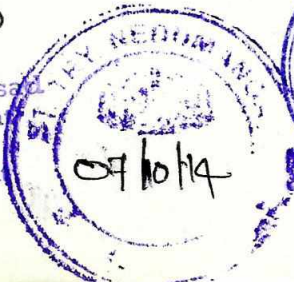
THIS DEED of Agreement executed on this the 20th day of October two thousand and fourteen BETWEEN the Governor of Kerala represented by Sri C.P Rama raja Prema Prasad, the Law Secretary, Government Secretariat, Thiruvananthapuram (hereinafter referred to as 'Law Department' which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE 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. Beeda D'cruz, Head(ITBG) , of the OTHER PART;

WHEREAS, the Project of Court Cases Monitoring Solution for Law Offices (hereinafter referred to as 'the Project') is conceived to implement a computerized Court case Tracking and Monitoring system in all the fourteen District Government Pleaders offices in Kerala, Law Office at New Delhi and the Office of the Advocate General at Ernakulam for enabling Government to effectively Conduct and Monitor Cases;

AND WHEREAS, the project is implemented in phased manner through M/s Keltron and Phase I, Phase II and Phase III of the Project of Court Cases Monitoring Solution for Law Offices has successfully been completed;

C.P. Rama Prasad

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: 19091
08/10/14

Rs. 100/- KSEDC
Vellayambalam

കരകുളം വെണ്ടർ
പി. അജയകുമാർ



M. Prasad D. Choudhary
Chief General Manager
IT Services Group

AND WHEREAS, the Administrative Sanction for the up gradation and maintenance of software, hardware, onsite training and support for the Court Cases Monitoring Solution project has been effected from time to time by M/s Keltron.

AND WHEREAS, the Administrative Sanction for the upgradation of hardware (upgradation of old PCs , general maintenance and shifting of hardware, Networking at district Govt. Pleader's Offices, Wireless connectivity in 9 tablet PCs for one year and AMC for IBM System x 3650 M@ CCMS Server) and the upgradation of software, onsite training and support for the project for the financial year 2014-15 have been issued vide G.O(Rt).No.1170/2014/Law dated 23-08-2014 at a cost outlay of ₹.15,00,000/- (Rupees Fifteen lakhs only) which will form part of this agreement as incorporated herein and the work has been entrusted to M/s Keltron.

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 effect maintenance in all necessary hardware components and software supplied for the Phase-I, II & III of the Project to enable them to run commonly used current version of Web Browsers (Internet Explorer/Firefox) which is an essential requirement for the smooth functioning of the Project.
2. M/s Keltron shall effect all necessary modifications, feature enhancement and maintenance in the Project software for the financial year 2014-15.
3. M/s Keltron shall provide onsite support and training to the staff in 14 District Government Pleader's offices, Law office @ New Delhi and the Additional Government Pleaders at the twenty four Sub Court Centers under the Project for a total period of 300 days and submit report in this regard every month.
4. M/s Keltron shall provide Annual Maintenance for IBM System x3650 M @ CCMS Server, Networking at district Govt. Pleader Offices and Wireless connectivity in 9 tablet PCs for one year from the date of execution of agreement.
5. 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.
6. 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 Deputy General Manager, Customer Support Group or such other means as available to them to communicate to M/s Keltron. The list of offices and the list of systems under Annual Maintenance Contract and Warranty are appended as Annexure I.



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

2

Beeda



Beeda D'Cruz
Chief General Manager
IT Business Group

7. As per the G.O (Rt).No.1170/2014/Law dated 23-08-2014, M/s Keltron shall provide comprehensive onsite maintenance service & support for the Hardware and software installed under the Project.

7.1. M/s Keltron shall provide the following services under the contract to keep the systems & peripherals in good working order.

7.1.1. Scheduled Preventive Maintenance (PM) once in six months for all systems and peripherals under the Project. M/s Keltron shall submit the Call Sheets/PM reports to Law Department. In case M/s Keltron fails to submit PM reports, penalty clause will apply. The PM Schedule for every 6 months period will be intimated to Law Department as well as the Legal Assistants of the DGP Offices at least two weeks in advance prior to the commencement of the PM. 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.


7.1.2. 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.

7.1.3. In the case of a part, the defective part removed from the system will become the property of M/s Keltron.

7.1.4. Operating System (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 & device drivers' upgrade, system configuration will be attended & 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 upgradation 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 98), subsequent upgradation will not be possible.

7.1.5. 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.

7.1.6. 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,


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



Beeda
M. Beeda D'Crus
Chief General Manager
IT Business Growth

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.

7.2. Service Levels will be as described in Table below

TYPE OF SERVICE			
ON-REQUEST			
Time of Request	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.*

C.P.M

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

Beeda



M. Beeda D
Chief General
IT Officer

- *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.*

7.3. PENALTY

- 7.3.1. 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.
- 7.3.2. 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.
- 7.3.3. 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.
- 7.3.4. The UPTIME shall be calculated for all the System on an Annual basis.
- 7.3.5. 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	₹.200/day	7 days
Computers	72 hrs	₹. 50/- per day	7 days
Printers, Scanners & Other peripherals	72 hrs	₹. 30/- per day	7 days
Operating System	72 hrs	₹. 50/- per day	7 days

[Handwritten signature]

Beeda




M. Beeda D'C
Chief General Mgr
IT Business

Note:

1. Maximum Penalty per day will be limited equal to penalty of system/printer (whichever is more), if the system and attached DMP/Ports are down at the same time.
2. 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.
3. 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 matching specification of the equipment supplied under the contract. This will be replaced within the period as agreed in Clause 7.2. All such replaced equipments will also come under the clauses of the existing Performance guarantee.
4. Maximum penalty should be limited to ₹.250/- for CPU, ₹.150/- for Printer and ₹. 200/- for UPS.
5. 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.
6. ANNUAL MAINTENANCE CHARGES (AMC):
The Annual Maintenance Charges shall be as per the mutually agreed terms.

7.4. TERMS:

- 7.4.1. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- 7.4.2. 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, mal 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.
- 7.4.3. 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.
- 7.4.4. 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.


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



Beeda

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


7.4.5. To monitor the maintenance activity and to discuss other related matters, periodical meetings between the Law Department and M/s Keltron will be held.

7.5. 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 No. 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 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 & completion clause.

7.6. M/s Keltron shall supply additional Hardware as per requirement

- 8. 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 & equipments
- 9. 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.
- 10. Login security of each application may be ensured as part of System Security and Software Security.
- 11. 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.
- 12. M/s Keltron shall attend the Server Management, Network Supervision, Database Management, Disaster and Crisis Management to the best satisfaction of Law Department.
- 13. If there is a breach of warranty, M/s Keltron shall at their own expense and as promptly as possible remedy the defect or error.


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



Beeda
 Beeda D'Cruz
 Chief General Manager
 Business Group

- 14. 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 such 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.
- 15. Notwithstanding anything contained anywhere else in this Agreement the decision of the Law Secretary shall be final and binding upon M/s Keltron on all matters relating to this agreement and application of terms and conditions herein.
- 16. Differences of opinion or disputes if any, arising during the period of agreement shall be settled amicably 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 Govt. Forum or Panel or Committee. An award passed by the Arbitrator or Govt. 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.
- 17. 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 upgradation of Software, maintenance support to hardware and software and onsite training. 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 all obligations under the contract are being performed by the M/s Keltron.
- 18. The term of this Agreement shall be for a period of Twelve (12) months from the date of execution of the Agreement.
- 19. M/s Keltron shall notify, the Law Department in writing, at least One (1) Month before the expiration of the term hereof, on the imminent expiry of its liabilities under this Agreement. The decision to grant or refuse an extension of this Agreement shall be at the sole discretion of the Law Department.
- 20. 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, 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.
- 21. The intellectual property rights of the Software developed by M/s KELTRON will vest with Law Department under the provisions of the Indian Copyright Act, 1957.


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



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

- 22. M/s Keltron shall be subjected to the provisions of Information Technology Act for violations of any of the conditions mentioned above as well as to any of the Penal Statutes.
- 23. No variation in or modification of the terms of contract shall be made except by written amendments signed by both parties.
- 24. The contract shall be interpreted in accordance with the appropriate laws of the Union of India and the State of Kerala.

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

Signed by:

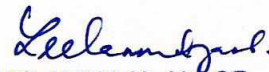
Shri. C.P.Ramaraja Prema Prasad
Law Secretary, Law Department,
Government Secretariat,
Thiruvananthapuram.



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

PARTY OF THE FIRST PART
In the presence of witnesses

- 1.
- 2.



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

Signed by:

Beeda



Smt. Beeda D'Cruz
Head (ITBG)
Kerala State Electronics Development
Corporation Ltd, Vellayambalam,
Thiruvananthapuram



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

PARTY OF THE OTHER PART
In the presence of witnesses

- 1. *Santhosh.S, DGIM, Keltron. V.S. Santhosh*
- 2. *Ranjith.K, Asst. Manager, KETRON Ranjith*

ANNEXURES:

- 1. G.O. (Rt) no 1170/2014/Law dated 23.08.2014
- 2. List of Offices and Systems