



കേരളം കേരल KERALA

AM 471587

AGREEMENT

THIS DEED OF AGREEMENT executed on this the 26th day of November 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 '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 **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 Website and the Law Portal of the Law Department namely www.keralalawsect.org was designed, developed, hosted and maintained by M/s Keltron and the Administrative Sanction for the work was accorded vide **G.O.(R) No.100/2004/Law dated 28-01-2004 ;**


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



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



Rs 100/-
K.S.E.D.C Ltd

No: 7916
7/11/2014

Sankaran Nair

P SANKARAN NAIR
Stamp Vendor,
Sasthamangalam

INDIA NON JUDICIAL

IAN 41587

[Faint, mostly illegible text, likely bleed-through from the reverse side of the page]



[Handwritten signature or initials]

AND WHEREAS, the domain name registration renewal and the data base support for the website are being carried out by M/s Keltron from time to time;

AND WHEREAS the Law Department has invited proposal for redesigning the website in conformity with the national standards prescribed for Indian Government websites and also to make it available in Malayalam;

AND WHEREAS, M/s Keltron submitted its proposal vide letter No: **KITBG/SWG/WSG/2014-15/5 dated 26-04-2014** for the design and development of the website of Law Department, and the same was accepted by the Law Department, the details of which shall form part of this agreement;

AND WHEREAS, Administrative sanction was accorded for an amount of **Rs.9,85,959/- (Rupees Nine lakh Eighty Five Thousand Nine Hundred and Fifty Nine only)** vide **G.O.(Rt) No.702/2014/Law dated 13-05-2014**, the details of which shall form part of this agreement;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
 - a. Proposal No. KITBG/SWG/WSG/2014-15/5 dated 26-04-2014 of M/s Keltron.
 - b. G.O.(Rt) No.702/2014/Law dated 13-05-2014.

The Scope of Services includes:

2.
 - a. Template Customization and Layout designing of English & Malayalam web site in content management framework of Law Department.
 - b. Training & support for 3 Nodal Officers for updating the website for 5 days.
 - c. Development of Application Software and dynamic uploading of Government orders, Acts and Ordinances, Statutory Rules and Orders, digitized rare law books, with number wise, subject wise, year wise search & sorting option, gallery option for uploading photos and other necessary matters as prescribed by Law Department.


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




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

d. Content migration from the existing web site.

e. Terms and Conditions as stated in Annexure I

3. If M/s Keltron defaults in the supply of all or any of the services/deliverables correctly and promptly as in the Scope of Services stated above, the Law Department is at liberty to procure the same from elsewhere without canceling the contract as a whole. If Law Department incur, in thus procuring such services/deliverables at a higher cost than the agreed rate, such excess cost may be deducted by the Law Department from the bill of M/s Keltron or adjusted or otherwise realized from its security deposit or recovered from it by other means including that under the provisions of Kerala Revenue Recovery Act, 1968 (Act 15 of 1968). M/s Keltron agrees that it shall not be entitled to claim the excess, if any, of the offered rate over such cost to the Law Department.
4. On completion of the work, payment shall be effected to M/s Keltron on presentation of invoices and upon written receipt of due fulfillment of compliance matrix specified for Indian Government Websites. The value of the content and total consideration envisaged under the Agreement shall not exceed Rs.9,85,959/-(Rupees Nine lakh Eighty Five Thousand Nine Hundred and Fifty Nine only) inclusive of taxes.
5. Law Department 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 specified for Indian Government Websites.
6. 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 shall be borne by M/s Keltron.
7. 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. 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 agreement.



C.P. Ramaraja Prema Prasad
Law Secretary

3




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

8. The Intellectual Property Rights of the software developed by M/s Keltron shall vest with Law Department under the provisions of Indian Copyright Act, 1957. In all documentation, screen plays and source codes, "Law Department, Government of Kerala" shall be incorporated.
9. The M/s Keltron shall not assign in part or whole the contract or the benefits or burdens thereof nor shall sublet the execution of the contract or any part thereof without the consent in writing of the Law Department. The Law Department shall have absolute power to refuse such consent or rescind such consent (if given) at any time. M/s Keltron shall not be relieved from the obligation, duty or responsibility under this contract even if consent to let or sublet is given by Law Department.
10. Law Department shall set off any loss or expense, cost or damages, sustained or incurred to it by reason of the cancellation of the contract from and out of any money for the time being payable or due to M/s Keltron from Law Department under this agreement or any other agreements with M/s Keltron.
11. In case, the supply of deliverables/services involves any defects, M/s Keltron shall rectify the defect within the time and at the place specified by the Law Department on that behalf. It shall also be the duty and responsibility of M/s Keltron to see that the website thus corrected is in good working condition to the satisfaction of the Law Department and to ensure the proper functioning of the website during the maintenance period. In the event of failure of M/s Keltron to remedy the defects within time and at the place specified by the Law Department or in the event of the website failing to function properly during the maintenance period, the amount spent by the Law Department and the loss sustained by the Law Department on this account for making alternative arrangements shall be recoverable from M/s Keltron by adjusting any sum of money due and payable to M/s Keltron from the Law Department under this agreement or any other agreements with M/s Keltron.
12. M/s Keltron shall ensure the integrity and authenticity of the entire data and to protect the same for ensuring data privacy.


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



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

13. M/s Keltron undertakes to treat as absolutely confidential and keep secret all inputs both oral and written leading to the design, development and maintenance of the website of Law Department as an exclusive property of the Law Department which shall not be disclosed to third parties whatsoever. M/s Keltron shall not disclose the contents of any documents, or transfer such knowledge of the Law Department as revealed to M/s Keltron during the course of the assignment to any other organization without the prior written consent/approval of the Law Department.
14. Notwithstanding anything contained anywhere else in this agreement the decision of the Law Department shall be final and binding upon M/s Keltron on all matters relating to this Agreement and application of terms and conditions herein.
15. 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 proceedings will be followed, in accordance with the provisions of Arbitration and Conciliation Act, 1996 or under any prevailing Government forum or 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.
16. 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.
17. Evenafter the warranty period M/s Keltron shall continue to support the website maintenance and upgradation under agreeable terms.
18. No variation in or modification of the terms of contract shall be made except by written amendments signed by both parties.


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




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

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

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.

PARTY OF THE ONE PART

In the presence of witnesses

1. *K. Dilip Kumar, Deputy Secretary, Law Department*
2. *Jyothij Pradeep, Section Officer, Law Department*

Signed by

Beeda

Smt.Beeda D'cruz,
Head(ITBG),

M/s Keltron, Vellyambalam, Thiruvananthapuram



PARTY OF THE OTHER PART

In the presence of witnesses

1. *Gopa Kumari A. Sr.Engineer, ITBG-SWA, Keltron*
2. *Sanal S Tech. Assistant ITBG-SWA Keltron*

ANNEXURES

1. Terms and Conditions.
2. Proposal No.KITBG/SWG/2014-15/s dated 26/04/2014/of M/s.Keltron.
3. G.O.(Rt.) No.702/2014/Law dated 13/05/2014.

Annexure I

Terms and Conditions:


- The scope of development includes design, development and maintenance of web pages complying standard features supported by Joomla 2.5.19 version. No application programme or dynamic database development and Hardware will be part of the scope of the project.
- The Website developed by M/s Keltron must conform to the national standards prescribed in the Guidelines for Indian Government Websites and other relevant guidelines prescribed by the Central/State Government so far in this regard.
- The compliance matrix of Guidelines for Indian Government Websites shall be fulfilled by M/s Keltron for releasing payment by the Law Department.
- New domain name for the website of the Law Department shall be selected by the officials of the Law Department.
- Development of any additional English or Malayalam pages if required can be done at the rate of Rs. 600/- per unique page and any additional work outside the scope of the proposal will be undertaken at extra cost on mutually agreeable conditions.
- The website will be tested temporarily in Keltron. Law Department shall make necessary arrangements for hosting the website at Kerala State Data Centre upon the completion of the above said work. The technical work/support for the same shall be provided by M/s Keltron taking due regard to its T.S.P status in Government.
- Providing list of Menus, contents and other master data shall be the responsibility of Law Department officials along with the work order and the layout will not be changed after finalization under any circumstances. If essential, it will be done on chargeable basis only.
- All correspondence shall be done only by letter or by official e-mail.
- Warranty for website shall be for a period of one year from the date of completion of the work.
- During the warranty period website shall be maintained to ensure proper functioning and daily backup will be taken at Keltron. The same shall be continued thereafter on mutually agreeable terms.


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




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

- M/s Keltron shall provide 5 days training and support for 1 year to three Officers of Law Department nominated by the Department.
- As per the Guidelines of the Information Technology Department for all the constituent websites of Government of Kerala, M/s Keltron shall ensure proper user acceptance testing to ensure the quality and shall choose to obtain a website quality certification from organizations which are approved by CERT-K and the charges for the same shall be met by the Law Department as it is essential for hosting at Kerala State Data Center.
- M/s Keltron shall complete the work within two months from the date of execution of this Agreement.


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



Beeda

Beeda D'Cruz
Chief General Manager
IT Business Group