

കേരളം കേരल KERALA

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SERVICE LEVEL AGREEMENT

This AGREEMENT is made and executed on this^{28th}.....of.....^{May}.....2020 at Thiruvananthapuram

BETWEEN

The Motor Vehicles Department represented by the Transport Commissioner, on behalf of the Governor, Government of Kerala (herein after referred to as 'MVD' which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office or assigns) of the one part:

AND

M/s KELTRON (A Government of Kerala Undertaking) (herein after referred to as 'KELTRON' which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include successors in office or assigns) represented by Managing Director, Kerala State Electronics Development Corporation Ltd., Thiruvananthapuram-695033 of the other part.

No. 882/27-5-20

Transport Commissioner, Kerala

[Signature]

[Signature]

[Signature]

Hemalatha T R. S. LAKSHMI
Managing Director



19/5/20

WHEREAS, KELTRON has submitted a detailed proposal for Fully Automated Traffic Enforcement System for Safe Kerala Project administered by the Kerala Motor Vehicles Department;

AND WHEREAS, the Technical Committee constituted by the Government in its meeting held on 23-12-2019 has approved the proposal submitted by the Motor Vehicles Department for implementing Advanced Automatic Traffic Enforcement System on BOOT model for 5 years and Facility Management Services for 5 years under Safe Kerala Project subject to certain conditions;

AND WHEREAS, Government in Transport Department has accorded Administrative Sanction for implementing Fully Automated Traffic Enforcement System on BOOT model for 5 years and Facility Management Services for 5 years under Safe Kerala Project subject to the following conditions namely:-

- (i) KELTRON may act as PMC and a vendor be chosen through a transparent bidding process.
- (ii) KELTRON to detect vehicles violating traffic rules. Transport Commissioner must ensure that there is no overlap with the cameras of State Police Chief.
- (iii) Technical Committee should monitor the implementation of the project at each and every stage of its implementation.
- (iv) Motor Vehicles Department should execute a Service Level Agreement (SLA) with KELTRON for implementation of the project and the conditions put forth by the Technical Committee in its meeting held on 28-12-2019 should be incorporated in the SLA;

AND WHEREAS, Work Order was issued to KELTRON for setting up the entire infrastructure including required civil works and five year warranty service on BOOT model for a period of five years at a total cost of Rs. 1,68,90,26,124/- (Rupees One hundred and sixty eight crores ninety lakhs twenty six thousand one hundred and twenty four only) inclusive of all taxes and Facility Management Services for five years at a total cost of Rs. 66,92,02,688/- (Rupees Sixty six crores ninety two lakhs



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R. SREEJITH IPS
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two thousand six hundred and eighty eight only) inclusive of all taxes with certain conditions;

And whereas the **KELTRON** have been pleased to accept the conditions enumerated by Motor Vehicles Department in the Work Order issued as per No. **E1/37/2019/TC dated 14/05/2020** and proposal No. **KCC/SEU/G36/IT/2019-20 dated 22.08.2019** from **KELTRON** and the recommendations of the Technical committee meeting held on 28/12/2019;

NOW THEREFORE, IN CONSIDERATION OF THE AFORESAID DECISIONS, THE PARTIES HEREBY AGREED AS FOLLOWS:-

PURPOSE OF THE AGREEMENT

This agreement is for the work for the supply, installation, commissioning and warranty support for **Fully Automated Traffic Enforcement System Based on BOOT Model for 5 years including Facility Management Services for 5 years**

SCOPE OF THE AGREEMENT

KELTRON agrees to undertake the work as PMC and a vendor be chosen through transparent bidding process for the total system design, site survey, manufacturing of Enforcement Systems, Installation, commissioning, Design of District & State Central control rooms, Installation of Control rooms including civil works, supply, installation, commissioning of IT infrastructure at Control rooms, overall management, Total Project commissioning and 5 Year warranty support for **'ADVANCED AUTOMATED TRAFFIC ENFORCEMENT SYSTEM BASED ON BOOT MODEL, FOR 5 YEARS AND FACILITY MANAGEMENT SERVICES FOR 5 YEARS UNDER SAFE KERALA PROJECT'**.

1. **KELTRON** shall adhere to all the works, deliverable, project components and payment terms as is specified in the **KELTRON** proposal No. **KCC/SEU/G36/IT/2019-20 dated 22.08.2019** and the conditions stipulated in



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the work order issued by Motor Vehicles Department No. E1/37/2019/TC dated 14/05/2020 and as per the conditions in the Administrative Sanction accorded vide G.O.(Rt) No. 134/2020/TRANS dated 27.04.2020.

2. CONTRACT DOCUMENTS

- a. **KELTRON proposal No. KCC/SEU/G36/IT/2019-20 dated 22.08.2019- ANNEXURE-1.**
- b. **Minutes of the Technical Committee held on 28-12-2019- ANNEXURE-2.**
- c. **Government Order G.O.(Rt)No. 134/2020/TRANS dated 27.04.2020 – ANNEXURE-3.**
- d. **Work Order issued by Motor Vehicles Department No. E1/37/2019/TC dated 14/05/2020 – ANNEXURE-4.**
- e. **Undertaking by KELTRON – ANNEXURE-5.**

3. DEFINITIONS:-

In this Agreement, unless the context otherwise requires:-

- (a) “Agreement” means this agreement and includes all attachments, appendices, all document incorporated by references thereto together with any subsequent modifications, the bid offer, the acceptance and all related correspondences, clarifications and presentations.
- (b) “Contract” is used synonymously with Agreement.
- (c) “MVD” means Motor Vehicles Department.
- (d) “KELTRON” means Kerala State Electronics Development Corporation Limited.
- (e) “FMS” means Facility Management Services required to be provided by the KELTRON as per the terms of this agreement.
- (f) “Law” means any Act, notifications, bye-laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or



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issued by the Government of India or State Government or regulatory authority or political sub-division of Government agency.

(g) "Service" means all the services required to be provided by the KELTRON as per the terms and conditions of the proposal and this agreement.

(h) "SLA" means Service Level Agreement.

(i) "CAPEX" means Capital Expenditure.

(j) "OPEX" means Operational Expenditure.

(k) "BOOT" means Build Own Operate and Transfer.

(l) "O.S" means Operating System.

(m) "Go Live" means the date as decided by the Technical Committee on the basis of the Evaluation Report from the District Enforcement RTO's concerned.

4. CONTRACT PRICE AND TERMS OF PAYMENT

- a. Total Contract value: The Motor Vehicles Department do hereby agree to pay to KELTRON a total amount of **Rs. 2,35,82,28,812/- (Rupees Two Thirty Five Crores Eighty Two Lakhs Twenty Eight Thousand Eight Hundred and Twelve only)** OR the amount which will be finalised after bidding process, whichever is less inclusive of all taxes. The amount also includes 5% cent charge payable to KELTRON.
- b. The total CAPEX value is **Rs. 1,68,90,26,124/- (Rupees One hundred and sixty eight crores ninety lakhs twenty six thousand one hundred and twenty four only)** and total FMS value for 5 years is **Rs. 66,92,02,688/- (Rupees Sixty six crores ninety two lakhs two thousand six hundred and eighty eight only)** inclusive of all taxes total amounting to **Rs. 2,35,82,28,812/- (Rupees Two Thirty Five Crores Eighty Two Lakhs Twenty Eight Thousand Eight Hundred and Twelve only)** inclusive of all taxes.
- c. Payment Terms: Quarterly assured payment of **Rs 11,79,11,440/- (Rupees Eleven Crores Seventy Nine Lakhs Eleven Thousand Four Hundred and Forty only)** including applicable tax in 20 instalments starting from first quarter after go live. KELTRON will be required to submit the



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following reports (district wise) signed by the respective Head of the Office at the end of every quarter to effect the payment:-

- (i) Performance Certificate.
 - (ii) Preventive Maintenance Report.
 - (iii) List of employees along with Monthly attendance and wage details.
 - (iv) Downtime penalty statement.
 - (v) Asset Register.
 - (vi) Monthly Notice Report.
- d. The quarterly payment includes FMS charges also.
- e. Payment for charge memo shall be on actual basis per charge memo based on the charge memos generated and dispatched.

5. OTHER TERMS AND CONDITIONS OF THE PROJECT:-

- a. Completion of the project: Within 10 months from the date of signing of the SLA. On completion of the project, each of the sites shall be subjected to the test by the Technical Committee and after having certified the same satisfactorily it shall be deemed to have been accepted by the MVD.
- b. Price: Contract price is all inclusive of GST, CESS and all other statutory Duties or Taxes. (Any change in GST at the time of billing is applicable).
- c. Warranty: Is for 5 year onsite comprehensive included from the date of commissioning of the project in each district.
- d. The AMC charges for 6th & 7th year shall be at the rate of 5% per annum which is not included in the price. The AMC charges for 8th, 9th and 10th year shall be entered on mutually agreed terms between MVD and KELTRON.
- e. Training: Training & Documentation for the operation of the systems will be given to MVD officers as required without any additional charge.
- f. Installation of Enforcement cameras: All permissions for the installation of enforcement camera systems at road side shall be provided by MVD without any delay.
- g. Access to VAHAN: Permission to access vehicle database from VAHAN shall be provided by MVD without any delay.




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- h. Sufficient space for building up District & State control rooms shall be provided by MVD without delay.
- i. Permissions from other departments: MVD shall facilitate other department permissions if any for performing the installation work.
- j. The proposed project is on BOOT model for 5 years.
- k. The total project cost proposed is inclusive of CAPEX and OPEX.
- l. All recurring cost like power charges, connectivity charges, consumable charges for enforcement chellans, chellan processing and despatch charges, Manpower charges are included.
- m. After the bidding process, KELTRON shall enter into an agreement with the vendor chosen for the implementation of the project and ensure that the project is completed as per the terms and conditions enumerated in the proposal without any deviation.
- n. MVD shall have the right to cancel the contract for any default on the part of KELTRON in the due performance thereof with valued reason. The cancellation shall be made only after giving due notice to KELTRON and after due process of the explanation/rectification/clarification given by KELTRON.
- o. It shall be lawful for MVD to pay to KELTRON from and out of any moneys for the time being payable or due to the KELTRON from MVD under this contract or otherwise to set off any loss, expense, cost or damages, sustained or incurred by the MVD by reason of the cancellation of the contract.
- p. KELTRON agrees that any communication addressed to them may be handed over to the registered office address or may be sent to the address as mentioned in the agreement.
- q. The percentage of taxes and duties quoted in the proposal, if any, should be indicated clearly. If there is any reduction or increase in the percentage on the rate of taxes & duties, the same should be passed on to MVD.
- r. Penalty: In case KELTRON could not supply as per the agreement without sufficient reasons within the specified delivery period penalty will be charged @ 0.1% per month of the balance contract value to be performed




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subject to a maximum of 10%. (If any problem which will be out of control of KELTRON, that period will be excluded from counting the penalty).

- s. In case the contract is not completely and satisfactorily performed by KELTRON, MVD has the right to terminate the contract at the risk and cost of KELTRON.
- t. In case the number of enforcement from one camera during one month is less than 300 numbers then that cameras shall be relocated after discussion with the MVD officials.

6. PERFORMANCE GUARANTEE

- a. The offer shall be inclusive of a comprehensive onsite Performance Guarantee for 5 years for all the items from the date of commissioning. KELTRON shall maintain systems and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below.
- b. Scope and Services covered under performance Guarantee:
KELTRON shall provide the following services under the performance guarantee to keep the systems and peripherals in good working order.
 - (i) Application Support: The supply is comprehensive inclusive of Back end Applications including OS support on all the systems supplied and installed under this contract against any manufacturing defect. Any problem related with Applications shall be attended & rectified by KELTRON. All required device drivers shall be provided by KELTRON.
 - (ii) Scheduled preventive maintenance (PM) shall be carried out once in Three Months for all systems.

7. SERVICE ASSURANCE:

KELTRON shall also ensure an availability of minimum 95% for all the systems & accessories on a yearly basis. This means that all the systems & accessories covered under this performance guarantee shall be in operating



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condition at least on 95% of the normal working hours in a year.

8. DOWNTIME PENALTY (against any manufacturing defect)

(a) Downtime penalty will be charged for after 48 Hours.

- (i) The downtime penalty will be Rs.100 per week per Field hardware unit.
- (ii) The downtime penalty will be Rs.100 per day per Desktop computer
- (iii) The downtime penalty will be Rs.200 per day per UPS.
- (iv) The downtime penalty will be Rs.200 per day per Switches/Router.
- (v) The downtime penalty will be Rs.300 per week per Server & Storage.
- (vi) The downtime penalty will be Rs.500 per week for backend applications
- (vii) The downtime penalty will be Rs.1000 per day for each District Control Room shutdown.
- (viii) The downtime penalty will be Rs.10,000 per day for State Central Control Room shutdown.

(b) Any man power absent on a particular day shall be treated as Downtime and the salary corresponding to number of days absence shall be deducted from the payment (except public holidays, Sundays and 12 casual leaves for one year).

(c) Notices of offences recorded on the system on a particular day shall be generated and printed and dispatched within 7 working days of download date. Penalty @ Rs.3/- per challan shall be levied if notices are kept pending for more than 7 working days. KELTRON shall not be responsible for delay in sending notices due to reasons beyond the control of KELTRON.

9. TERMS OF PERFORMANCE GUARANTEE

- a. If MVD is not able to hand over the system to KELTRON for maintenance purpose, such time will not be considered for the down time penalty.
- b. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- c. KELTRON is not liable for problems arising out of breakdown or services



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or spares cost, arising out of damages caused due to mishandling of any equipment by MVD, fire, theft, riots, accidents, earthquakes, storm and other natural calamities.

- d. MVD will keep a System Maintenance Register (at mutually agreed location) which is a record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and the total down time. This record will be signed mutually by the authorized officer of the MVD and by KELTRON's Service Engineer.
- e. To monitor the overall performance of the project, maintenance activities and other project related matters, periodic meeting between MVD and KELTRON shall be held at Transport Commissionerate, Thiruvananthapuram.
- f. The failure of performance due to failure on the part of KSEB & BSNL or due to Natural Calamities, any pandemic situations, Riot, Damage due to Accident or Theft will not be liable by KELTRON at any extent.
- g. The performance issue or failure due to improper handling or due to consumables will not be liable by KELTRON.

10. FORCE MAJEURE:

In case of unforeseen events such as war, KELTRON shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond his reasonable control. If KELTRON is prevented from performing their functions under the instrument for a period longer than six months due to fire, theft, earthquake, flood, accidents, riots, lockdowns, any natural calamities or any pandemic situation etc, the KELTRON's liability ceases. If a Force Majeure situation arises, the KELTRON shall promptly notify MVD in writing on such conditions, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by MVD in writing, the KELTRON shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the



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Force Majeure event. Then both the parties shall discuss the course of action to be taken afterwards.

11. All the quarterly payment will only be made as per the contract. And maximum allowable delay shall be 10 days.
12. In case the KELTRON fails to supply and deliver any of the said products and services within the time provided for delivery of the same or in the case the KELTRON commits any breach of any of the covenants, stipulation and agreement herein contained and on his part to be observed and performed, then and in any such case, it shall be lawful for the MVD (If he deems fit to do so) to arrange for the purchase of the said articles and equipment's elsewhere, or, on behalf of the MVD, by an order in writing of the MVD, to put an end to this contract; and in case MVD shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchases or by reason of this contract having been so put an end to or in case any difference in price, compensation loss costs, damages or expenses or other money shall then or at any time during the continuance of this contract be payable by the KELTRON to the MVD under and by virtue of this contract it shall be lawful for the MVD from and out of any moneys for the time being payable or owing to the KELTRON from the MVD under or by virtue of this contract or otherwise to pay and reimburse to the MVD all such costs damages and expenses they may have sustained, incurred or been put to, by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid; and also all such difference in price, compensation, loss, cost damages, expenses and other moneys as shall for the time being be payable by the KELTRON as aforesaid.
13. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within Thiruvananthapuram City.



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14. In case, where KELTRON after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the MVD, be purchased by means of another tender/quotation or by negotiation and the loss if any, caused to the MVD shall hereby together with such sums as may be fixed by the MVD towards damages be recovered from KELTRON as a debt due to MVD.
15. Every notice hereby required or authorized to be given may be either given to the KELTRON directly or left at the firm or last known place of abode or business or may be handed over to its agent personally or may be addressed to the KELTRON by post at its usual or last known place of abode or business and if so addressed and posted shall be deemed to have been sufficiently served on the KELTRON on the date on which in the ordinary course of mail a letter so addressed and posted would reach his place of abode or business. The KELTRON shall intimate the MVD any change in his place of business or address.
16. Jurisdiction: The validity and interpretation of this agreement shall be governed by the laws of India only. Courts located at Thiruvananthapuram in the State of Kerala alone shall have jurisdiction.
17. Resolution of Disputes: Any or all dispute between the parties will be settled amicably between the parties through mutual discussions by the signatories or their designated nominee. Failing amicable settlement, both parties agree to refer the dispute to the Secretary, Transport Department, Government Secretariat, Thiruvananthapuram.
18. Amendment: No amendments to this agreement shall be binding on either party except in writing signed by duly authorized representatives.




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19. Confidentiality: Each party shall maintain the confidentiality of any information it receives from the other party that has been designated as Confidential (Confidential Information) and shall use it only for the purpose of this agreement and not any private or commercial gain. This Confidentiality obligation shall not apply to information in which recipient party can prove in writing was at the time of disclosure.
- In the public domain
 - Lawfully in its possession and not acquired directly or indirectly from a third party under an obligation.
 - Furnished to the recipient without restriction by a third party having a bonafide right to do so
 - Public Knowledge by act or acts beyond the recipient's control or
 - Required to be disclosed by law or pursuant to a judicial order.
20. Status of assets on completion or termination of contract: All assets deployed at the office of the MVD by the KELTRON as per the proposal shall be at the disposal of the MVD and the same shall become the property of the MVD on completion or termination of the agreement.
21. Completion, testing, acceptance and delivery: The KELTRON shall make all reasonable endeavors to complete the project in accordance with the proposal. No variation shall be allowed in the proposal except under circumstances subject to mutual consent of the parties to the contract. On completion of the project, each of the sites shall be subjected to the test by the Technical Committee and after having certified the same satisfactorily it shall be deemed to have been accepted by the MVD. Each deliverable shall be accepted by the MVD on having successfully completed the acceptance procedure.
22. The agreement and annexures constitute the final and exclusive agreement between the parties with respect to subject under hereof and shall, cancel and supersede all prior or contemporaneous oral or written agreements, writings or



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communications in this regard. IN WITNESS WHEREOF the parties there
undo have set their hands to these present on the day, month and year first
above mentioned.

(.....) for and on behalf of the
TRANSPORT COMMISSIONER, Trans Towers, Thiruvananthapuram.

Signed, sealed and delivered by Sri. R. Sreelekha IPS

R. Sreelekha



In the presence of witnesses:

1. *Rajeev Puthalath*
2. *Shoban K S*

(.....) for and on behalf of the MANAGING
DIRECTOR, KERALA STATE ELECTRONICS DEVELOPMENT
CORPORATION Ltd, Thiruvananthapuram.

Signed, sealed and delivered by Sri.T. R. HEMALETHA

T. R. Hemaletha

In the presence of witnesses:

1. *Goopakum S.P*
2. *Binsu A.T*

Enclosures:-

Annexure 1 to 5

123685/2020/INWARD TC



GOVERNMENT OF KERALA

Transport (A) Department

No. TRANS-A2/258/2019-TRANS

14/01/2020, Thiruvananthapuram

From
Principal Secretary to Government

To

1. The Transport Commissioner,
Trans Towers, Vazhuthacaud, Thiruvananthapuram.
2. Director, Kerala State IT Mission (KSITM),
ICT Campus, Vellayambalam, Thiruvananthapuram - 695 033.
3. Regional Transport Officer (Nodal Officer for Safe Kerala Project)
Regional Transport Office, Civil Station, Alappuzha.

Sir,

Sub:- Transport Department - Evaluation and vetting of the project proposal for implementing 'Fully Automated Traffic Enforcement System' for 'Safe Kerala' project - Minutes of the Technical Committee meeting held on 28.12.2019 - Forwarding of - Reg.

Ref:- Government letter of even number dated 23.12.2019.

I am to forward herewith a copy of the minutes of the Technical Committee meeting held on 28.12.2019, for evaluation and vetting of the project proposal for implementing 'Fully Automated Traffic Enforcement System' for 'Safe Kerala' project, for information and necessary action.

Yours faithfully,
MALATHY.S.

ADDITIONAL SECRETARY
For Principal Secretary to Government.

Approved for issue,

Section Officer.

Copy to :- PA to Principal Secretary (Transport)

Minutes of the meeting of the Technical Committee held on 28.12.2019 in the chamber of the Principal Secretary (Transport) for evaluation and vetting of the project proposal for 'Fully automated traffic enforcement system' for 'Safe Kerala' project

The meeting commenced at 11.40 am under the Chairmanship of Principal Secretary (Transport). The following officials attended the meeting

1. Smt. R. Sreelekha IPS, Transport Commissioner
2. Shri. Rajeev Puthalath, Joint Transport Commissioner
3. Shri. Santhosh Kumar, Senior Consultant, Kerala State IT Mission
4. Shri. Gopakumar.I.P, Head (Commercial Division), Keltron
5. Shri. Shibu.K.Itty, Nodal Officer, 'Safe Kerala' project

The Senior Consultant, KSITM pointed out that Keltron has prepared and forwarded project proposals for automated traffic enforcement system to both Police Department and the Motor Vehicle Department. Hence it should be ensured that the infrastructure to be developed under the project should not get duplicated by both the Departments to avoid wastage of infrastructure.

The Transport Commissioner clarified that traffic management is the duty of Police Department whereas traffic enforcement is solely being maintained by Motor Vehicle Department. Hence the purpose of automated systems implemented by these departments are different. Motor Vehicle Department is entitled to impose penalty for traffic violations including licence suspension, cancellation of licence etc. Since 'Safe Kerala' is the traffic enforcement programme exclusively being implemented by Motor Vehicle Department, the fully automated enforcement system proposed is highly essential for the effective implementation of the project. It is also pointed out that in other states, traffic management and traffic enforcement are being done by Police and the Motor Vehicle Departments separately.

The representative of Keltron has also pointed out that there is no duplication of infrastructure developed for Police Department and the Motor Vehicle Department

till now.

Principal Secretary (Transport) directed to ensure that cameras under the project are not installed in the same location by different agencies. For this, data sharing between Police Department and the Motor Vehicle Department is necessary. Motor Vehicle Department should identify the locations in which cameras are to be installed and share this data with Police Department so as to avoid wastage / overlapping of infrastructure. Principal Secretary also pointed out that a good number of cameras installed by different agencies as part of traffic management / enforcement are not working as observed in the review meeting held by the Hon'ble Chief Minister. Hence it should be monitored whether the cameras installed under this project are working. He also directed that the AMC for maintaining the cameras should be given for a period of 10 years.

The Principal Secretary asked whether the facilities of State Data Centre under Kerala State IT Mission can be made available to Motor Vehicle Department for collection of data from the new cameras. Representative of KSITM informed that there are practical difficulties in accommodating data afresh under SDC. The Joint Transport Commissioner informed that the data centre under Vahan Sarathy can be used free of cost when linked to Vahan Sarathy.

After detailed discussions, the Technical Committee approved the boot model of the proposal submitted by Motor Vehicle Department for implementing fully automated traffic enforcement system for 'Safe Kerala' project subject to certain conditions as mentioned below.

The meeting ended at 12.25 pm.

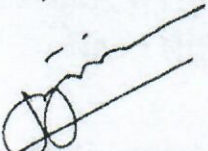
Decision of the Technical Committee

Approved the proposal submitted by Motor Vehicle Department for implementing 'Advanced automated traffic enforcement system on boot model for 5 years and Facility Management Services for 5 years' under 'Safe Kerala' Project, subject to the following Conditions

- i. The Motor Vehicle Department should identify the exact location in which cameras are to be installed and share this data with Police Department to avoid duplication / wastage of infrastructure. It


should be ensured that cameras are not installed in the same location by different agencies.

- ii. The data collected through the cameras may be shared with Police Department on a need based strategy.
- iii. It should be frequently monitored to ensure whether the cameras installed under the project are working. AMC for maintaining the cameras should be given for an extended period of 10 years.




Shri. K.R. Jyothilal

Principal Secretary (Transport)



Smt. R.Sreelekha

Transport Commissioner



Shri. Santhosh Kumar

Sr. Consultant, KSITM



Shri. Shibu.K.Itty

Nodal Officer (Safe Kerala)

ANNEXURE - 3**GOVERNMENT OF KERALA****Abstract**

Transport Department - Safe Kerala Project - Advanced automated traffic enforcement system - Administrative Sanction accorded - Orders issued.

TRANSPORT (A) DEPARTMENT

G.O.(Rt)No.134/2020/TRANS Dated,Thiruvananthapuram, 27/04/2020

Read 1 Letter dated 17.06.2019 submitted by the Nodal Officer, Safe Kerala Project.

2 Letter No.E1/37/2019 dated 12.07.2019, 25.07.2019 and 25.10.2019 from the Transport Commissioner.

3 G.O.(Rt) No. 559/2019/Trans dated 17.12.2019.

ORDER

The Transport Commissioner has forwarded a proposal for Fully Automated Traffic Enforcement System for Safe Kerala to ensure a constant high profile presence and cohesive enforcement protocols. The detailed proposal for Fully Automated Traffic Enforcement System for Safe Kerala Project submitted by KELTRON was evaluated by the technical committee constituted as per Government Order read as 3rd paper above.

2. Administrative Sanction is accorded for implementing Fully Automated Traffic Enforcement System on Boot model for five years and Facility Management Services for five years under Safe Kerala Project subject to the following conditions:

1. KELTRON may act as a PMC and a vendor be chosen through a transparent bidding process.

2. KELTRON to detect vehicles violating traffic rules. Transport Commissioner must ensure that there is no overlap with the cameras of State Police Chief.

3. The Technical Committee should monitor the implementation of the project at each and every stage of its implementation.

4. The Motor Vehicles Department should execute a Service Level Agreement (SLA) with KELTRON for implementation of the project and the conditions put forth by the Technical Committee in its meeting held on 28.12.2019 should be incorporated in the SLA.

(By order of the Governor)

K R JYOTHILAL
PRINCIPAL SECRETARY

The Transport Commissioner, Thiruvananthapuram.

The Road Safety Commissioner, Kerala Road Safety Authority,
Thiruvananthapuram.

The Director, Kerala State IT Mission (KSITM), Vellayambalam,
Thiruvananthapuram.

The Head, State e-Governance Mission Team, Uppalam Road, Statue,
Thiruvananthapuram.

The Nodal Officer, 'Safe Kerala' project (through Transport
Commissioner)

The Principal Accountant General (Audit/A&E), Kerala,
Thiruvananthapuram.

Finance Department.

Electronics & Information Technology (IT Cell) Department

Information & Public Relations (Web & New Media) Department.

(For publishing in the official website).

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Copy to:- P.S. to Minister (Transport)

P.A. to Principal Secretary (Transport)

Forwarded /By order



for Section Officer

E1/37/2019/TC

Transport Commissionerate,
Thiruvananthapuram
Dated: 14/05/2020

From

The Transport Commissioner, Kerala

To

The Managing Director,
Kerala State Electronics Development Corporation Ltd.,
Keltron Communication Group,
Keltron Communication Complex,
Monvila, Kulathur P.O
Trivandrum 695583

Sir,

Sub: - Motor Vehicles Department – Safe Kerala Project – Advanced Automated Traffic Enforcement System – Setting up of entire infrastructure and Facility Management Services – Work Order – issued – reg.

Ref: - 1. G.O. (Rt) No. 42/2018/Trans dated 04/06/2018 and G.O. (Rt) No. 44/2018/Trans dated 16/06/2018

2. Proposal no. KCC/SEU/G36/IT/2019-20 dated 22/08/2019 from KELTRON.

3. This office letter of even no. dated 25/10/2019.

4. G.O. (Rt) No. 134/2020/Trans dated 27/04/2020

5. G.O. (Rt) No. 559/2019/Trans dated 17/12/2019

6. Minutes of the meeting of the Technical Committee held on 28/12/2019

As per reference 1st cited, Government had accorded Administrative Sanction to set up a Safe Kerala Project with an aim to reduce road accidents and efficient enforcement of traffic rules. Keltron vide reference 2nd cited had submitted a detailed commercial and technical proposal for setting up the Fully Automated Traffic enforcement Systems ,Control rooms,infrastructure and Facility Management Services related to Safe Kerala for a period of five years on BOOT model . Vide reference 3rd cited, Government was requested to accord Administrative Sanction to entrust Keltron for implementation of the project and vide reference 4th cited, Government had accorded Administrative Sanction to entrust the implementation of the project with Keltron on BOOT (Built Operate Own Transfer) model for five years and Facility Management Services for five years subject to the conditions specified in the Government Order G.O. (Rt) No. 134/2020/Trans dated 27/04/2020.

Hence, Work Order is issued to KELTRON for setting up the entire infrastructure including required civil work and five year Warranty service on BOOT model for a period

of five years at a total cost of **Rs. 1,68,90,26,124/- (Rupees One Hundred and sixty eight Crores Ninety Lakhs Twenty Six Thousand One Hundred and Twenty Four only)** inclusive of all taxes and Facility Management Services for five years at a total cost of **Rs. 66,92,02,688/- (Rupees Sixty Six Crores Ninety Two Lakhs Two Thousand Six Hundred and Eighty Eight only)** inclusive of all taxes.

1. KELTRON shall adhere to all the works, deliverables, project components and payment terms as is specified in the proposal submitted vide reference 2nd cited and the decisions of the Technical Committee vide reference 6th cited.
2. KELTRON may act as a PMC and a vendor be chosen through a transparent bidding process
3. KELTRON shall submit separate draft Service Level Agreement (SLA) within two weeks on receipt of this work order with regard to implementation of BOOT model and Facility Management Services. The SLA shall include in detail the terms relating to the downtime and penalty with regard to delay in completion and other works.

Signature validly

Digitally signed by R
SREELEKHA
Date: 2020.05.14
12:25:37 +05'30'

R. SREELEKHA IPS
TRANSPORT COMMISSIONER

Encl: (i) G.O(Rt)No. 134/2020/Trans dated 27.04.2020
(ii) Minutes of the meeting of the Technical Committee held on
28/12/2019