

**പതിനാലാം കേരള നിയമസഭ
പത്തൊൻപതാം സമ്മേളനം**

**നക്ഷത്ര ചിഹ്നമിടാത്ത
നിയമസഭാ ചോദ്യം നമ്പർ : T1711**

**10.03.2020 ൽ
മറുപടി നൽകേണ്ടിയിരുന്നത്**

സിംസ് പദ്ധതിയിൽ കെൽടോണിന്റെ പങ്കാളിത്തം

ചോദ്യം

മറുപടി

ശ്രീ.എൻ. ഷംസുദ്ദീൻ

പിണറായി വിജയൻ
(മുഖ്യമന്ത്രി)

എ) പോലീസ് വകുപ്പിൽ സിംസ് എന്ന സുരക്ഷാ പദ്ധതി നടപ്പിലാക്കുന്നതിൽ കെൽടോണിന്റെ പങ്കാളിത്തം എന്തെല്ലാമാണെന്നതിന്റെ വിശദാംശം നൽകുമോ;

എ) ഓവറോൾ പ്രോജക്ട് മാനേജ്മെന്റ്, ജനറൽ മാർക്കറ്റിങ് ആക്ടിവിറ്റീസ്, ഉപഭോക്താക്കളുമായിട്ടുള്ള ടെക്നിക്കൽ ഡിസ്കൂഷനുകളും പ്രോജക്ട് ഫൈനലൈസേഷനും ചെയ്യുന്നത്, ഉപഭോക്താവിന്റെ സ്ഥാപനത്തിൽ പദ്ധതിക്കായി ഇന്റർഫേസിങ് യൂണിറ്റും സെൻസറുകളും സ്ഥാപിക്കുന്നതിന്റെ മേൽനോട്ടം, സിംസ് കൺട്രോൾ റൂമുമായി ഇന്റർഫേസിങ്ങും അതിന്റെ ടെസ്റ്റിങ്ങിന്റെയും മേൽനോട്ടം, ഉപഭോക്താക്കളും സർക്കാരും ടെക്നോളജി പാർട്ണറും ആയിട്ടുള്ള എല്ലാ സാമ്പത്തിക ഇടപാടുകളും നടത്തുക, ടെക്നോളജി പാർട്ണറുമായി ചേർന്ന് സിംസ് സെൻട്രൽ സെർവർ റൂമിന്റെ ടെക്നിക്കൽ സപ്പോർട്ട്, പോലീസ് ഉദ്യോഗസ്ഥർക്കും ഉപഭോക്താക്കൾക്കും കാലാകാലങ്ങളിലുള്ള ടെക്നിക്കൽ ട്രെയിനിംഗ് നൽകുക, ഉപഭോക്താക്കളുമായിട്ടുള്ള വാറണ്ടി കണ്ടിഷൻസ് OEM പരിപാലിക്കുന്നുവെന്ന് ഉറപ്പുവരുത്തുന്നതിനുള്ള ചുമതല.

ബി) പ്രസ്തുത പദ്ധതി നടപ്പിലാക്കുന്നതിന് പരിചയ സമ്പന്നതയും യോഗ്യതയുമുള്ള കമ്പനികളിൽ നിന്ന് കെൽടോൺ താല്പര്യപത്രം ക്ഷണിച്ചിരുന്നുവോ; എങ്കിൽ ഇതിനായി എത്ര കമ്പനികൾ അപേക്ഷ നൽകിയിരുന്നു; പ്രസ്തുത കമ്പനികളുടെ വിശദാംശങ്ങൾ ലഭ്യമാക്കുമോ;

ബി) ഓപ്പൺ ടെൻഡർ ക്ഷണിച്ചിരുന്നു. അതിൽ 2 കമ്പനികൾ പങ്കെടുത്തിരുന്നു. ഗാലക്സോൺ ഇന്റർനാഷണൽ പ്രൈവറ്റ് ലിമിറ്റഡ്, വഴുതക്കാട്; മീഡിയാടോണിക്സ് പ്രൈവറ്റ് ലിമിറ്റഡ്, പാപ്പനംകോട്, തിരുവനന്തപുരം.

സി) സിംസ് പദ്ധതി നടത്തിപ്പിന് ഗാലക്സോൺ എന്ന കമ്പനിക്ക്

സി) Lowest bidder ആയിരുന്നതിനാലാണ് തിരഞ്ഞെടുത്തത്.

കരാർ നൽകുവാനുണ്ടായ
 മാനദണ്ഡം എന്താണ്;
 ടെൻഡറിൽ പങ്കെടുത്ത മറ്റ്
 കമ്പനികളെക്കാൾ ഗാലക്സോൺ
 കമ്പനിക്കുള്ള അധിക യോഗ്യതയും
 പരിചയ സമ്പന്നതയും
 സംബന്ധിച്ചുള്ള വിശദവിവരം
 നൽകുമോ;

ഡി) ഗാലക്സോൺ കമ്പനി
 കെൽടോണിൽ സമർപ്പിച്ചിട്ടുള്ള
 രേഖകളിൽ ഇതിന്റെ ഡയറക്ടേഴ്സ്
 ഉൾപ്പെടെയുള്ളവരുടെ വിവരം
 നൽകിയിട്ടുണ്ടോ; വിശദാംശം
 നൽകുമോ;

ഇ) 2017 ൽ ആരംഭിച്ച ഗാലക്സോൺ ഇ)
 കമ്പനി സമാനരീതിയിലുള്ള
 പ്രോജക്ടുകൾ ചെയ്ത പരിചയ
 സമ്പന്നതയും അനുഭവജ്ഞാനവും
 സംബന്ധിച്ച് കെൽടോൺ
 പരിശോധന നടത്തിയിട്ടുണ്ടോ;
 എങ്കിൽ ഇത് സംബന്ധിച്ചുള്ള
 വിശദ വിവരം നൽകുമോ;

എഫ്) കെൽടോണും ഗാലക്സോൺ എഫ്)
 കമ്പനിയും തമ്മിൽ സിംസ് പദ്ധതി
 സംബന്ധിച്ച് ഉണ്ടാക്കിയിട്ടുള്ള
 കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;

ജി) സിംസ് പദ്ധതി കരാർ ജി)
 ഗാലക്സോൺ കമ്പനിക്ക് നൽകിയ
 തിന്നെതിരെ എന്തെങ്കിലും പരാതി
 ലഭിച്ചിട്ടുണ്ടോ; എങ്കിൽ പരാതിയുടെ
 വിശദാംശം ലഭ്യമാക്കാമോ?

ഉണ്ട്. 3 ഡയറക്ടർ അംഗങ്ങൾ ഉണ്ട്.
 അവരുടെ പേരു വിവരങ്ങൾ താഴെ
 കൊടുത്തിരിക്കുന്നു.

1. Abdul Rasheed Packeer Mohamed
2. Bernard Raj Kurisappan Lawrence
3. Lizy Nunez

പരിശോധന നടത്തിയിട്ടുണ്ട്. ഗാലക്സോൺ
 ഇന്റർനാഷണൽ പ്രൈവറ്റ് ലിമിറ്റഡ്
 കമ്പനിയുടെ 50% ഓഹരി പങ്കാളിത്തമുള്ളത്
 വോസ്റ്റോക് കമ്പനിയാണ്. വോസ്റ്റോക്
 കമ്പനി ദുബായ് പോലീസിനു വേണ്ടി
 സമാനമായ പദ്ധതി വിജയകരമായി
 നടപ്പിലാക്കിയതിന്റെ സാക്ഷ്യപത്രം
 ഇ-ടെൻഡർ സമയത്ത് ഗാലക്സോൺ
 സമർപ്പിച്ചിരുന്നു. വോസ്റ്റോകിന്റെയും
 ഗാലക്സോണിന്റെയും പ്രവർത്തി പരിചയം
 മൊത്തത്തിൽ പരിഗണിച്ചാണ് ഗാലക്സോൺ
 കമ്പനിയെ തിരഞ്ഞെടുത്തത്.

കെൽടോണും ഗാലക്സോൺ കമ്പനിയും
 തമ്മിലുള്ള കരാറിന്റെ പകർപ്പ്
 അനുബന്ധമായി ചേർത്തിട്ടുണ്ട്.

പരാതിയൊന്നും ലഭിച്ചിട്ടില്ല.



സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

29AA 100255

AGREEMENT

THIS 'SERVICE LEVEL AGREEMENT for IMPLEMENTATION of CENTRAL INTRUSION MONITORING SYSTEM' (CIMS) made and executed on the 23rd day of Nov: 2019 at Thiruvananthapuram

Between

KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD (Keltron), a Government of Kerala undertaking having its registered office at Keltron House, Vellayambalam, Thiruvananthapuram 695010 and works at Keltron Communication Complex, Monvila, Kulathur P O, Thiruvananthapuram, Kerala - 695 583 represented by its General Manager Smt. Usha K (hereinafter called the 'First Party', which expression unless repugnant to the context or subject shall include its successors and permitted ass(gns) of the ONE PART

and

Usha K
 USHA. K
 GENERAL MANAGER
 KELTRON COMMUNICATION COMPLEX
 MONVILA, KULATHUR P.O
 THIRUVANANTHAPURAM-695 583

No 15391

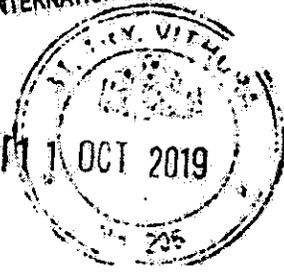
Value Rupees 100/- only
issued to

18/11/2019

മുൻകൈയ്ക്ക്
മേൽപ്പറഞ്ഞ കമ്പനിയുടെ
ഇൻഷുറൻസ്, മാനേജ്മെന്റ്
സേവനങ്ങൾക്കായി
മുൻകൈയ്ക്ക്

N. Jayakumar
 PRINCIPAL VENDOR
 N.JAYAKUMAR

[Signature]
 Chairman & Managing Director
 GALAXY INTERNATIONAL PVT. LTD.





INDIA NON JUDICIAL

കേരളം KERALA
 M/S GALAXON INTERNATIONAL PVT. LTD, a private limited company
 29AA 100256
 incorporated under the Companies Act, 2013 and having its registered office at TC-15/1504, MP Appan Road, Vazhuthakad, Thiruvananthapuram -695014 represented by its Chairman and Managing Director, Shri K.L.Bernard Raj (hereinafter called the "Second Party", which expression unless repugnant to the context or subject shall include its successors and permitted assigns) of the SECOND PART.

Parties individually referred as Party and collectively as "Parties".

WHEREAS the First party is a fully owned Kerala Government undertaking engaged in the business of manufacturing, selling and distributing electronics products, IT, signaling system, security surveillance system and CCTV cameras and its related products, GPS vehicle tracking system dealing through own development and tie up with various intellectual partnerships, throughout the state and outside, since 1973.

No. 15332

Value Rupees. 100/-
 Issued to

18.11.2019

(Handwritten signatures and text in Malayalam)

(Handwritten signature)
 GENERAL MANAGER
 MOBILE COMMUNICATION COMPLEX
 THIRUVANANTHAPURAM-695 583

PALODE VENDOR
 N.JAYAKUMAR

(Handwritten signature)
 Chairman & Managing Director
 GALAXON INTERNATIONAL PVT. LTD.





കേരളം കേരള KERALA

29AA 100254

WHEREAS the Second Party is, inter alia, presently engaged in the business of providing complete range of CCTV Security & Surveillance monitoring Systems all over India. The Second Party provides security systems and equipment's with high technological content such as video surveillance and detection systems at the client's properties that will be connected to the CIMS control center.

WHEREAS the 'Central Intrusion Monitoring System' (CIMS) aimed at assisting Police Department by implementing a state of the art technologies to ensure the property and physical assets of high value business like Banks, ATMs, Treasuries, currency chests, cooperative Banks, Business establishments like Jewellery, Electronic and Mobile shops as well as homes by linking these establishments to the CIMS Control Room round the clock for detection of intrusion, theft, burglary, etc.

Usha K
 USHA. K
 GENERAL MANAGER
 KELTRON COMMUNICATION COMPLEX
 MONYLA, KULATHOOR, P.O
 THIRUVANANTHAPURAM-685 583

[Signature]
 Chairman & Managing Director
 GALAXON INTERNATIONAL PVT. LTD.

No 15330 Value Rupees 100/- only
 issued to

18. 11. 2019

[Handwritten signature]
 PALODE VENDOR
 N. JAYAKUMAR



WHEREAS the First party invited proposals from interested parties through E-tender No. KSEDC/KCC/CPG/PUR/ADV/0022/18-19 dated 30.03.2019 published by the First Party for selection of a partner in implementing the CIMS in the state in association with police department.

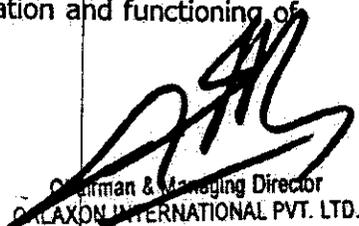
AND WHEREAS the Government of Kerala accorded in principle sanction for the implementation of 'Central Intrusion Monitoring System' (CIMS) vide G.O. (Ms) No. 3/2019/Home Dated, 07.01.2019 and Govt. Lr. No. E3/125/2018/ Home dated 24.04.2019, considering the proposal from the First party about their necessity for installing a state of the art 'Central Intrusion Monitoring System' (CIMS) to be made available for the protection and security of various business and commercial establishments, Banks, Treasury, House holds and general community of the state of Kerala.

AND WHEREAS based on the bidding process the Second party was selected as the successful bidder and First Party has agreed to award the contract to implement CIMS in the state subject to the terms and conditions here in contained,

AND WHEREAS envisaging the improved and efficient quality of services of the first party through Kerala Police department and also aiming at the improved safety of the state's high/medium/low volume business segments like financing institutions, Jewelers, factories, other business entities, residences, general public etc. the first party has initiated the thoughts of inter connecting those business entities' business premise's security and surveillance control with the Police Head Quarters in association with a competent technical experienced organization through the 'Central Intrusion Monitoring System' (CIMS), throughout the state.

AND WHEREAS the second party acknowledged the receipt and agreed to first party in undertaking the task of providing the complete technical installation and functioning of


USHA. K
GENERAL MANAGER
KESIDROM COMMUNICATION COMPLEX
MOMMILA, KULATHOOR, P.O
THIRUVANANTHAPURAM-685 583


Chairman & Managing Director
ORLAXON INTERNATIONAL PVT. LTD.

3. The second party has the liberty to do any peripheral or internal alterations for the smooth installation of the CIMS, without affecting the basic structure of the building with the approval of the First Party. Procurement of equipment, CCTV monitoring system, installation, connectivity will be entirely the responsibility of the Second party.
4. Second party is liable to inform the First party about the full details of their CIMS Technology changes, if any, in time. Installation, repair and maintenance of CIMS Control Room shall not be sub-let/outsourced and these are to be done due permission from the First party.
5. All CIMS related installations at customer's premises will be done solely by the Second Party or their authorized personnel.
6. Execution of the client level CIMS sales, providing its technical site feasibility study (estimation), installation of complete CIMS supportive hard wares at client site, commissioning and routine maintenance will be provided only by the second party or their authorized personnel for which the first party will support the marketing activities, liaison with the Police department, Financial management with client and Kerala Police/Government and overall management of the project.
7. The First Party and Second Party shall identify the customers. The first party will sign the contract with customers for availing connections with CIMS.
8. Any client level complaints for the functioning of system should be attended within 24 hours and all repair/maintenance shall be carried out by the Second party within 24 hours. Required qualified technicians under a senior officer will always be ready to attend and rectify the complaints on such occasions/situations.


USHA. K
GENERAL MANAGER
KELTRON COMMUNICATION COMPLEX
MONVILA, KULATHOOR, P.O.
THIRUVANANTHAPURAM-695 563


Chairman & Managing Director
GALAXON INTERNATIONAL PVT. LTD.

and they will conduct themselves appropriately failing which the Second Party will be requested to remove them from the duty. They shall use ID Cards issued by the First Party on a request by the Second Party. The Second Party shall return the ID Cards to the First Party.

All the ID cards issued by the second party by using the name of First party is limited the use only for CIMS purpose. The ID cards shall not be used by any such employees of the Second Party whenever he/she is transferred or suspended or in any case changed from the activities/work relating to CIMS The employees of the Second Party shall not be considered as an employee of the First Party and there will not be any employer-employee relationship between the First Party and the employees of the Second Party or anyone who is engaged by the Second Party for the CIMS or any other projects.

13. The statutory payments relating to the employees of the Second Party in relation to the CIMS or any other projects shall be the obligation of the Second Party. First Party shall not be liable for any statutory violations caused in this regard. The Second Party shall indemnify all the losses or any statutory fines if any which occurs due to this.

14. The Nodal Officer of M/s Keltron will be Head of Marketing, Keltron Communication Project Group and Assistant Nodal Officer will be the Senior Engineer, Marketing department, Keltron Communication Project Group, Thiruvananthapuram. Both of them will ensure the smooth functioning of CIMS & will look after the co-ordination with other Departments for proper response.

15. During the period of this agreement as and when relevant new products are launched/released, the Second Party shall propose and suggest the new advanced innovative technology Hardware or related software as an enhancement to the existing CIMS Only after permission is granted by the First Party, the installation and modification shall be done by the Second party and

USHA
GENERAL MANAGER
KELTRON COMMUNICATIONS COMPLEX
MONVILA, KULATHOOR, P.O
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Performance Guarantee, Price Bid-Schedule, General Conditions will form part of this Agreement. The terms & conditions given in this agreement shall supersede all the terms and conditions contained in the tender/ quotation submitted by the Second Party or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the latter shall prevail.

22. Terms of performance guarantee and Annual Maintenance Contract.

(a) If the customer is not able to handover the system to the Second Party's engineer for maintenance purpose, such time will not be considered as down time.

(b) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, except for reasons attributable to the customer the system will be treated as continuously down.

23. Data Security

It shall be the responsibility of the Second Party to take adequate security measures against unauthorized access, destruction, loss, or alteration of Customer data (Kerala Police Data). For fulfilling the same the second party must ensure to tighten all the security measures and the type of preventions taken to be filled in Annexure II.

24. Data Confidentiality

The Second Party agrees to treat information confidential and keep secret all inputs both oral and written up to the part of CIMS. The information owned by either the First party, Kerala Police or end customer shall not be disclosed to third parties whatsoever. Second party will not disclose the contents of any documents, or transfer of such knowledge of Customer/Kerala Police, as revealed to Second Party during the course of the assignment, to any other organizations without the prior written consent from First Party. An NDA should be signed by second party to first party for the security of CIMS data. Any security measures required by first party to be complied by Second Party.

25. Margin Sharing

a. **CIMS Annual Monitoring Charge** (CIMS Monitoring Charge)

CSU
USHA. K
GENERAL MANAGER II
ELECTRON COMMUNICATION COMPLEX
MOMELA KALATHOOR, P.O
THRIUVANANTHURAM-686 583

[Signature]
Chairman & Managing Director
GALAXON INTERNATIONAL PVT. LTD.

77% to M/S. GALAXON INTERNATIONAL PVT. LTD and 23% to M/s Keltron
The annual charge is a minimal yearly charge that is charged by the first party to the client for the connection of their property to the CIMS Control Room. This CIMS Control Room Monitors such client's premises on a 24x7 basis.

b. **Installation & Equipment for CIMS** Inter phasing equipment, sensors and other accessories at customer end 90% to M/S. GALAXON INTERNATIONAL PVT. LTD and 10% to M/s Keltron. Camera will be an optional part of the CIMS Project, and will be made available on the customer's request.

c. **Annual Maintenance Charges, AMC** will be applicable after warranty period of one year (Warranty is one year from the date of installation) 93% to M/S. GALAXON INTERNATIONAL PVT. LTD and 7% to M/s Keltron.

26. On receipt of the Purchase Order from Keltron the Second Party/Authorized persons will supply and install the devices on the customer's premises. The completion of the installation, verification, system training will be done by the second party or its authorized personnel. The Second Party may claim 50% proportionate to the advance received by the first party from the customer. The Second Party may do so by producing a corresponding invoice. All payments made to the Second Party will be made within 3 days by Bank's Cheque/NEFT/RTGS. Please refer to the CIMS Process Map (**Annexure III**). On completion of the site the Second party will obtain a Completion Certificate from the customer and hand it over to the First Party. The Second Party may claim the remaining 50% proportionate to the funds received by the first party from the customer.

27. If the second party fails to observe any of the terms and conditions of this agreement, a sum equivalent to 1% up to maximum of 10% of the monthly income of the project may be penalized. Once the maximum is reached, the First party may consider termination of the contract at the risk and cost of the Second party.

28. An amount equivalent to 5% of the cost of the equipment supplied to the clients will be held by First party from the Second Party as a performance guarantee which will be repaid at the end of one year (after warranty).

Force Majeure

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God/nature as well as war, Military operation, blockade, Strike, acts or

USHA. K
GENERAL MANAGER
KELTRON COMMUNICATIONS COMPLEX
MONNILA, KULATHOOR, P.O
THIRUVANANTHAPURAM-695 533


Managing Director
GALAXON INTERNATIONAL PVT. LTD.

d. The supply, installation, commissioning and warranty support for CIMS central control room including all required hardware's, required software's, all requiring expenses like power and connectivity and maintenance for entire contract period done by second party.

Applicable Law

This contract, its meaning and interpretation and the relation between the parties shall be governed by the Indian Law.

Amendment

Any modification of the agreement shall be affected only by an instrument signed by authorized representatives of both the parties. This agreement supersedes any previous signed agreement between the First and Second Party with regards to CIMS.

Settlement of Disputes

All the differences or disputes arising out of the agreement or touching the subject matter of the agreement, either during or after the work or after termination, abandonment or breach of the contract or as to the interpretation of the provisions of the contract shall be referred to a Sole Arbitrator appointed by the Mutual consent of both parties whose decision thereon shall be final and binding on the parties. Any dispute or difference arising out of this contract or in connection therewith which cannot be resolved as noted above shall be finally settled through civil courts within the limits of Thiruvananthapuram city.

IN WITNESS WHEREOF THE FIRST AND SECOND PARTIES, after fully understanding the depth and meaning of the terms and conditions mentioned herein this agreement,

sign on this agreement on this the 23rd day of November, 2019 at Thiruvananthapuram.

USHA. K
GENERAL MANAGER
KELTRON COMMUNICATION COMPLEX
MONYLA, KULATHOOR, P.O
THIRUVANANTHAPURAM-695 583


Chairman & Managing Director
GALAXON INTERNATIONAL PVT. LTD



Amal B. B. Amal