

15 -ാം കേരള നിയമസഭ

8 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 4286

06-03-2023 - ൽ മറുപടിയ്ക്ക്

ആട്ടോമാറ്റിക് നമ്പർ പ്ലേറ്റ് റെക്കഗ്നിഷൻ ക്യാമറകൾ

ചോദ്യം		ഉത്തരം	
ശ്രീ. അൻവർ സാദത്ത്		ശ്രീ കെ എൻ ബാലഗോപാൽ (ധനകാര്യ വകുപ്പ് മന്ത്രി)	
(എ)	സംസ്ഥാനത്തെ പ്രധാന അതിർത്തി ചെക്ക്പോസ്റ്റുകളിൽ എ.എൻ.പി.ആർ. (ആട്ടോമാറ്റിക് നമ്പർ പ്ലേറ്റ് റെക്കഗ്നിഷൻ) ക്യാമറകൾ സ്ഥാപിക്കുന്നതിനായി ഉണ്ടാക്കിയ കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(എ)	കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

CP 134799

**SERVICE LEVEL AGREEMENT FOR SUPPLY, INSTALLATION, OPERATIONAUZATION, AND MAINTENANCE OF
INTELLIGENT ANPR SYSTEM FOR GOODS VEHICLE SURVEILLANCE**

This AGREEMENT is made on 16th day of April 2020, at Thiruvananthapuram between the State Goods and Services Tax Department, Government of Kerala, headquartered at the Tax Towers, Karamana PO., Thiruvananthapuram - 695002 (herein after referred to as SGSTPK which expression shall include its successors and assigns) represented by the Commissioner of State Goods and Services Tax of the ONE PART, and M/s.UL Technology Solutions Pvt Ltd Company, having its Registered office at 3rd Floor, Quick space Building, UL Cyberpark, Nellikode P.O, Kozhikode- 673016, Kerala, India (herein after referred to as CONTRACTOR/ULTS which expression shall include its successors and assigns) and represented by Mr. Remeshan Palery Chairman and Managing director UL Technology Solutions Pvt Ltd of the OTHER PART.

x *[Signature]*

For UL TECHNOLOGY SOLUTIONS PVT. LTD.

CHAIRMAN & MANAGING DIRECTOR

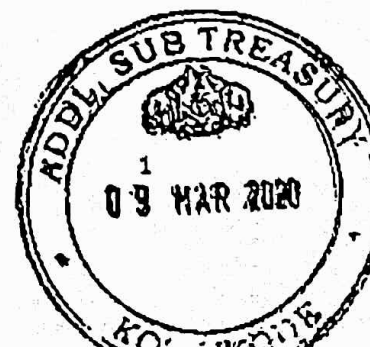
No. 19110 Value.....

Date 9.3.2020

Name ULTS, COMICET

K. MANOJ KUMAR

TALUK VENDOR, CLT.





കേരള KERALA

CP 134800

Whereas SGSTDK has placed purchase orders for Supply, Installation, Operationalization, and Maintenance of Intelligent ANPR system for Goods vehicle Surveillance as per letter no. CT/1012/2017-B11-Part(1) dt 01-02-2020, and G.O. (Rt.) No 69/2020/Taxes. dated: 25/01/2020.

And whereas the CONTRACTOR shall undertake the "Supply, Installation, Operationalization, and Maintenance of Intelligent ANPR system for Goods vehicle Surveillance" which include ANPR system, Image Processing with Analytic application for capturing the vehicle No of Goods Vehicles crossing identified locations as per the requirements of SGSTDK on site under terms of this agreement,

And whereas the CONTRACTOR has approached SGSTDK and expressed its willingness in Supply, Installation, Operationalization, and Maintenance of Intelligent ANPR system for Goods vehicle Surveillance.

For UL TECHNOLOGY SOLUTIONS PVT. LTD.

CHAIRMAN & MANAGING DIRECTOR

No. 19111 Value.....

Date 9.3.2020

Name UATS CALICUT

K. MANOJ KUMAR

TALUK VENDOR, CLT.



And whereas the value of this consideration is in agreement with the guidelines issued by the Government of Kerala vide G.O.(Rt)No.69/2020/Taxes dated: 25/01/2020 of Taxes (B) Department for entering into such supply and maintenance contracts,

Now, in consideration of the mutual covenants and undertakings herein, the parties AGREE AS FOLLOWS:

1. REPRESENTATIONS AND WARRANTIES.

1.1. In order to induce SGSTDK to enter into this Agreement, CONTRACTOR hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 1.1.1. That the CONTRACTOR has the requisite experience in providing Supply, installation, Operation and maintenance of Intelligent ANPR system for Goods Vehicle surveillance contemplated hereunder for the purpose of the agreement.
- 1.1.2. That the representations and warranties made by CONTRACTOR in this Agreement are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and through the term of the Agreement.
- 1.1.3. That CONTRACTOR has the professional skills, personnel and resources / authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of work stipulated in this Agreement.
- 1.1.4. That the execution of the services and the scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- 1.1.5. That CONTRACTOR confirms that there has not and shall not occur any execution, amendment or modification of any Agreement without the prior written consent of SGSTDK, which may directly or indirectly have a bearing on this Agreement.
- 1.1.6. That time is the essence of the Agreement and hence CONTRACTOR shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- 1.1.7. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.
- 1.1.8. That CONTRACTOR and its employees shall not, tamper with, compromise, or in any manner attempt to circumvent any physical or electronic security measures employed by SGSTDK.
- 1.1.9. That the deliverables and services and any other material provided do not create or contain any virus or any other contaminant, including but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the Computer & IT System, deliverables, software, or other SGSTDK property;
- 1.1.10. That CONTRACTOR has not paid or caused to be paid and shall not pay or cause to be paid, directly or indirectly, any wages, compensation, gifts or gratuities to any employee or agent of SGSTDK or any of its or to any government agent, official, or employee for the purpose of influencing any decisions with respect to the making of this Agreement, or

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in connection with any Services contemplated hereby.

- 1.1.11. That CONTRACTOR shall make necessary arrangements with the equipment manufacturer for the execution of maintenance support and availability of spares.
- 1.1.12. That CONTRACTOR shall furnish the prescribed performance bank guarantee in pursuant to the execution of contract.

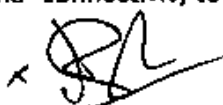
2. SCOPE OF AGREEMENT

- 2.1. This contract, commencing from the date of this Agreement or such other date as expressly provided herein, CONTRACTOR shall provide services mentioned herein to SGSTDK.
 - 2.1.1. The services shall consist of the services, functions and responsibilities described in the Scope of Work in this Agreement and its Attachments;
- 2.2. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the services or are required for proper performance or provision of the services in accordance with this Agreement, they shall be deemed to be included within the scope of the services to be delivered, as if such services, functions or responsibilities were specifically described in this Agreement.
- 2.3. Except as otherwise expressly provided in this Agreement, CONTRACTOR shall be responsible for providing the facilities, personnel, equipment, software, technical knowledge, expertise, consents, permits and other resources necessary to provide the services.
- 2.4. SGSTDK reserves the right to amend any of the terms and conditions in relation to the scope of work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of work.
- 2.5. The terms prescribed in the tender documents are invariably included within the scope of this agreement.
- 2.6. The terms of the agreement shall be applicable to the additional locations, if the project is extended to more locations within the contract period as per the requirement of SGSTDK.

3. SCOPE OF WORK.

Overview of the scope of the work to be carried out by CONTRACTOR is as follows.

1. Supply, install, commission, maintain and support the operations of the intelligent ANPR system for goods vehicle Surveillance including ANPR all related accessories at listed border points which would aid verification of genuineness of the transportation of goods using e - Waybill.
2. Categorizing of vehicles based on type and registration number.
3. Store the vehicle details including license plate, short video, images etc. to a Central location. The System Integrator shall provide the necessary Server and storage infrastructure for hosting Centralized application and database at State Data Center - II, Technopark, Thiruvananthapuram.
4. The System Integrator shall take necessary approvals from NHAI / Local authorities for installation of necessary gantry structures, and facilitate necessary power, UPS backups and connectivity to all camera points with necessary redundancy to meet the service level.



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5. Integrate the system with the Department GST information system and transfer real-time ANPR data to check whether goods vehicles passing the camera locations are having proper e-Way bill or not and for other Department requirements.
6. Provide open API as per requirement of the department for sharing of data with Department system.
7. Provide Customized Dashboards to monitor the daily status and overall system performance.
8. Provide Mobile app to Department users for accessing the ANPR data.
9. Provide Surveillance camera in each location for security purpose to prevent any theft or damage of the, cameras, Local Processing Unit etc. Surveillance data to be stored in central storage for 30 days.
 - Live Video streaming and Playback.
 - Training to end users

3.1 Functional Requirements

i. Identification of Vehicle

ANPR based surveillance system at the identified locations shall capture the number plate of the vehicles crossing the borders under surveillance and do image processing and analytics for classifying the vehicles into goods carriage vehicle, passenger vehicle, non-transport vehicle etc. Goods carriage vehicles are filtered, which will be used for cross verifying with e-Way Bill data.

The ANPR system should capture the details of goods vehicles from outside state moving inward through all lanes of the road within the road median. In case there are no road median, the ANPR system shall cover the vehicles moving inward irrespective of lanes.

ii. Vehicle Classification

The system should have an AI-based algorithm to classify the vehicle to the below-mentioned classes.

- a. Truck of all kinds
- b. Mini-Truck
- c. Other goods vehicle categories
- d. Passenger vehicles

iii. Evidence Image

The system should make available evidence image and ANPR image / Video as per requirement of Department



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iv. Vehicle Data

The system shall provide the following data for each vehicle passing through the ANPR location

- a. Evidence image of the vehicle.
- b. ANPR Image of the vehicle.
- c. Location details with lane id
- d. Number plate text data
- e. Date and time stamp
- f. Vehicle classification data

v. Round the clock surveillance

The system should function day and night and during all weather conditions including rain and should produce human-readable images of number plates.

The system should be able to pull logs from ground hardware to identify reasons for equipment failures and to monitor other parameters like status of equipment's, temperature etc.

vi. Live data sharing with Department Information System

The data captured using ANPR system is to be shared with the Department information system so as to facilitate eWaybill verification and for other operational requirements.

vii. Component wise requirements

S#	Description	Requirements
1	ANPR System	<p>The entire ANPR process shall be performed at the lane location in real- time. The information captured of the plate alphanumeric, date time, and any other information required shall be transmitted to the central location for further processing.</p> <p>The ANPR System shall perform OCR (optical character recognition) of the license plate characters in real time. (English alpha-numeric characters in standard fonts). OCR accuracy shall be at least 90% during day time and night time for Indian standard number plates and should detect and recognize the English alphanumeric License plate in standard fonts and formats of all vehicles including cars, HCV, LCV. The system is robust to variation in license Plates in terms of font, size, contrast and colour.</p> <p>System shall automatically detect the license plate of all vehicles in the camera view in real time and captures clear images of all vehicles moving in all weather conditions</p>




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2	Network and Data Capture	Connectivity from site to Control Room should have sufficient bandwidth and compliant with 98% uptime for the overall system. Data captured of all vehicles along with the JPEG image and small video of the vehicle etc shall be automatically transferred immediately to the nominated server in the Control Room. Each vehicle record shall be a single file and shall contain, as a minimum, an ASCII header that contains the following: a) vehicle registration number b) date and time that the vehicle is identified c) ANPR site location, with Latitude and Longitude d) image of the number plate e) image of the front / rear of the vehicle from the ANPR IR camera.
4	Analytics	Image processing for identifying Goods Vehicles and AI- based algorithm to classify the vehicles into different categories
5	Integration with GST System	ANPR system to be integrated the Department GST Information system for onward transfer of vehicle details captured through ANPR system for validation of e-Waybill and other operational requirements.
8	Mobile app for Enforcement	Mobile App for enforcement team to access data from the ANPR system for operational requirements.
9	Backend Application	The system should provide facility to privileged users to manually check the entry in vehicle database using standard Web browsers, when vehicle numbers are fed to the system. No deletion or addition of data without validation, proper password protection. Deleted data if any to be inserted automatically in a separate table. The system should provide facility to search for recorded events during any specific span of time, and provide a statistical analysis of the number of such incidences occurring during various days of the month. A customised web based dash board to be developed for all types of master data entry and for customised reports with graphical analysis. The source code of the backend application developed shall be handed over to the Department.
10	Data Storage and Retrieval	Data captured through the ANPR system will be stored for three years. The system shall enable easy and quick retrieval of snapshots (maximum 10 seconds) and other data for post incident analysis and investigations. Database search could be using criteria like date, time, location and vehicle number. The system shall be able to generate suitable MIS reports as desired by the user. The system shall also provide advanced and smart searching facility of License plates from the database.

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11	Ownership and Licence	The ownership of the implemented system shall vest with the Department and all licences shall be in the name of the State Goods and Services Tax Department. The price quoted shall include all licence cost and there shall be not be further licence costs after the tenure of contract.
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3.2 ANPR System Minimum Accuracy Requirement

S#	Description	Accuracy in % During Day Time	Accuracy in % During Night
1	Capturing of vehicles passing through camera pole	90	90
2	Number Plate Recognition (White, Yellow, reflective and non reflective)	90	90
3	Number Plate Recognition in cloudy, rainy, fog and dusty environment	85	85
4	Number Plate Recognition with vehicle speed of	85	85
5	Vehicle Category Detection (Lorry, variable type of Trucks)	90	90

4. Project Timelines

S#	Milestone	Time-line
1	LOI/Work Order	T0
2	Signing of SLA	T0 + 2 weeks
3	Delivery of Materials to respective Sites	T0 + 5 weeks
4	Installation, Testing & Commissioning, Training	T0 + 7 weeks
5	Go Live	T0 + 8 weeks (T1)
6	Warranty services	T1 + 3 Years (T2)
7	AMC/support service	T2 + 2 years

5. Payment Schedule

Payments shall be released as per the milestones below based on invoices raised. Penalty if any shall be deducted from the payments for downtimes beyond the permissible time limit. The invoices submitted shall be accompanied with service call request details and uptime - downtime reports duly certified by the officer in charge of the equipments.

#	Activity	Schedule	Payment
1	Supply of all the H/W and Civil Works (Erection of Gantry in all locations)	T0 + 28 Days	30% of contract value
2	Installation, Configuration, Testing, Acceptance, Go-live	T0 + 49 Days (T1)	30% of contract value
3	Successful run for 3 months	T1 + 90 Days	20% of contract value

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4	Warranty support Yr 1	T1 + 1 Yr (T2)	5% of contract value
5	Warranty support Yr 2	T2 + 1 Yr (T3)	5% of contract value
6	Warranty support Yr 3	T3 + 1 Yr (T4)	5% of contract value
7	Maintenance Support Yr 4	T4 + 1 Yr (T5)	5% of contract value
8	Support services	T1 + 5 Yrs	Quarterly

6. Warranty and Maintenance

The CONTRACTOR agrees to provide 3 (three) years comprehensive warranty on all items and thereafter 2 years of maintenance support from the date of acceptance of whole system by Goods and Services Tax Department. The 3 (three) years comprehensive warranty is for support of all the active & passive components which include all Hardware, System Software, Application Software, Network items, UPS, Battery, Gantry etc.

7. Service Level & Penalty

7.1 During the tenure of contract, the CONTRACTOR shall attend the service requests and all repairs and replacement of parts shall be undertaken by the bidder as per the following service level failing with penalty will be applicable as follows.

Malfunctioning ANPR system or parts.

c) All critical issues (affecting multiple locations leading to downtime)

- i. Response time : 60 Minutes
- ii. Resolution time : within 2 Hours
- iii. Penalty : Rs.1000 per hour of delay beyond specified resolution time / per location

d) Other issues

- i. Response time : 2 Hours
- ii. Resolution time : within 24 hours
- iii. Penalty : Rs 300 per hour of delay beyond specified resolution time / per location

ANPR System Minimum Accuracy Requirement

S#	Description	Accuracy in % During		Deviation per month	Penalty per month
		Day Time	Night		
1	Capturing of vehicles passing through camera location	90	90		Rs 1000.00
2	Number Plate Recognition (White, Yellow, reflective and non reflective)	90	90	1 to 5%	Rs.5000
3	Number Plate Recognition in cloudy, rainy, fog and dusty environment	85	85		Rs 20,000

[Signature]



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4	Number Plate Recognition with vehicle speed of 120Km/hr	85	85	5% to 10%
5	Vehicle Category Detection (Lorry, variable type of Trucks)	90	90	>10 %

7.2 The CONTRACTOR agrees to comply with the items under scope of work. Non compliance of items under clause 3 - scope of work that is not covered under clause 7.1 above shall attract a penalty of upto 5% of the contract value.

7.3 The penalties if any, shall be recovered from the performance guarantee furnished by the bidder or from the dues payable to the bidder. The maximum penalty applicable shall be limited to 10% of the contract value.

8. FORCE MAJEURE.

8.1. 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 or services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Agreement.

8.2. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Agreement totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods or services received

9. AMENDMENT TO THE AGREEMENT

9.1. Amendments to the Agreement may be made by mutual agreement by both the Parties.

9.2. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement shall take into account the prevailing rules, regulations and laws

10. RECOVERY

10.1. If fails to supply and deliver any of the equipment's and service within the time provided for delivery of the same, or in case CONTRACTOR commits any breach of any of the covenants, stipulations and agreements herein contained, and in his part to be observed and performed, then and in any such case it shall be lawful for SGSTDK to arrange for the purchase of the said equipment's and service from elsewhere or on behalf of the Government by an order in writing under the hand of the Commissioner, SGSTDK, put an end to this Agreement and in case SGSTDK shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this Agreement having been so put an end to, or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time

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during the continuance of this Agreement be payable by the supplier to the Government under and by virtue of this Agreement, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the supplier from the Government under or by virtue of this Agreement, to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made or by reason of this Agreement having been so put an end to aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the supplier aforesaid.

11. APPLICABLE LAW & JURISDICTION

- 11.1. The Agreement shall be governed in accordance with the appropriate Laws of Republic of India. Only the courts at Thiruvananthapuram, Kerala shall have exclusive jurisdiction to entertain matters arising out of this agreement.

12. NOTICES

- 12.1. Any notice given by one Party pursuant to the Agreement shall be sent to the other Party in writing, or by E-mail, Telegram or facsimile confirmed in writing to the Party's last known address.
- 12.2. A notice shall be effective from the date when Notice in writing is delivered or tendered or affixed at a conspicuous place at the last known address, whichever is earlier.

13. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The parties have to disclose certain confidential, technical and business information to each other in furtherance of business. To protect the said confidential information both the parties agree to this Non-Disclosure agreement.

13.1 Disclosure of Confidential Information.

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its / or its affiliates, techniques; schematics; designs; contracts; financial information; sales and marketing plans; business plans; clients; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and/or services ("Confidential Information"). Confidential Information shall include all non public information furnished, disclosed or transmitted regardless of form.

13.2 Confidentiality

Either Party shall use the Confidential Information solely in furtherance of the actual or potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party.

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Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each Party and its Representatives will immediately notify the other Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. Each Party and its Representatives will use its best efforts to assist the other Party in remedying any such unauthorized use or disclosure of the Confidential Information.

Either Party shall monitor the security practices, control processes and checks in place in respect of the Confidential Information on a regular basis and disclose any breaches in the security practices, control processes and checks in place to the other Party.

The obligations contained in this Section will not apply to the extent that either Party can demonstrate that the Confidential Information: (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided, however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential Information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

13.3 Return of Confidential Information

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential Information in its possession including, without limitation, all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential Information.

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Either Party shall certify in writing that it and its Representatives have returned all such information to the other Party.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.

The Parties agree that these representations and warranties are taken to be made on each day during the term of the Agreement.

IN WITNESS whereof, the parties to this Agreement have signed on the date first above written in the presence of the following witnesses:



For and on behalf of

STATE GOODS AND SERVICES TAX DEPARTMENT

Name: **ANAND SINGH IAS**
Designation: Commissioner of State Tax
State Goods & Services Tax Department
Place: Government of Kerala

Date:

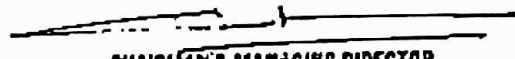
Witnesses

1. *Sanal M. B.*
o/o the CST, Tax Tower.

2. *Nibin. A. N.*
o/o the CST, Tax Tower.



For UL TECHNOLOGY SOLUTIONS PVT. LTD.



CHAIRMAN & MANAGING DIRECTOR

For and on behalf of

UL TECHNOLOGY SOLUTIONS PVT LTD

Name : Remeshan Palery

Designation : Chairman and Managing Director

Place : Kozhikode

Date :

Witnesses



Arun R.R.
Sales process Analyst.
CILTS.

Jasmi

മിസ് ജാസ്മി