

TENDER DOCUMENT
(e-Procurement – two part tender)

Tender No.: KSEDC/ITBG/ITP/8132 dated 17/08/2015

Title

**Supply and Installation of Tablet PC to Government Schools-
IT@ School project**



KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

(A Government of Kerala Undertaking)

Keltron House, Vellayambalam, Thiruvananthapuram-695033, Kerala

Tel: 0471-2729126 Fax:0471-2724545

email : itpurchase@keltron.org

THIRUVANANTHAPURAM

NOTICE INVITING TENDER

Tender No.: KSEDC/ITBG/ITP/8132/15-16

1. Kerala State Electronics Development Corporation Limited (Herein as referred to as KELTRON) invites separate e-tenders from Original Equipment Manufacturers or their Distributors/ Dealers for supply and Installation of equipments as per the Schedule of Requirements given in **Annexure-7** to the tender document with detailed Specifications.

2. Non-Refundable Tender Fee and Refundable Earnest Money Deposit for each of the Equipment/ Services as shown in the Schedule of Requirements below should be paid online as per the instructions given in the website.

Schedule of Requirements

Sl. No	Items	Qty. (Nos)	EMD (Rs.)	Tender Fe(Rs.)	Delivery at
1	Tablet PC: Processor: Intel Atom X86 Quad Core, 1.33 Ghz, or higher with 64 bit support, Memory: Min 1 GB DDR3 Ram, Storage: Internal eMMC 16 GB (User space min 12 GB required), Micro SD slot supporting upto 64 GB, Display: 10.1 inch 1280x800 TN capacitive 5point touch panel, Camera: Primary min 2.0 Mega Pixel (Rear), secondary: Front facing 0.3 Mega Pixel, Operating System: Android Kit kat 4.4 and above, Connectivity Wi-Fi-802.11 b/g/n, Bluetooth-4.0, Micro HDMI, OTG Support, Audio-Mic combo jack, Battery: 6000 mAh, or above. Sensors: Accelerometer Sensor, Ambient Light Sensor,E –Compass, Stylus: Capacitive Stylus with pen slot, Accessories: Power Adopter USB cable, HDMI cable. Stylus pen, ear phone. Other Features: Ruggedness- min 50 Cm drop resistant, IP52 dust/Water resistance Warranty : 3 year comprehensive onsite	3560	500000.00	25000.00	Various Schools in 14 Districts

3. Prospective Vendors/Bidders should have an average annual financial turnover of at least Rs. 5 (Five) Crores during the past three financial years. The Bidder shall submit their audited balance sheets as proof, confirming their average turnover of Rs. 5 crores during the last 3 years.

4. All the items offered must be standard, branded & proven products and already available in the market. Products refurbished to meet the specifications of the tender shall not be acceptable.

5. The tender document should be submitted as per formats along with all relevant documents in support of qualifications and experience.

6. Important Dates & Time of the Tender shall be as below –

Tender Notification KSEDC/ITBG/ITP/8025	17/08/2015		http://etenders.kerala.gov.in/nicgep/a pp http://www.keltron.org
Clarifications , if any On or before	20/08/2015	17.00 Hrs	Email to : itpurchase@keltron.org , keltronitschooltender@gmail.com
Pre-bid meeting	21/08/2015	10.30 Hrs	At the Conference Hall, ITBG, KELTRON, Vellayambalam, Trivandrum
Last date for uploading of e-tender (both covers 1 & 2)	04/09/2015	18.00 Hrs	Tender Should be submitted online at “etenders.kerala.gov.in”
Supply of at least 2 sample units and the sample of Tamper proof sticker	08/09/2015	13.00 Hrs	Delivery of at least 2 samples at the Stores department, IT Business Group, Keltron, Vellayambalam, Trivandrum and copy of the receipt and the hard copy of Technical Bid duly signed with company seal in sealed cover is to be handed over to the Purchase Department, ITBG, Keltron, Vellayambalam, Trivandrum
Opening of Technical Bids. (Cover 1)	08/09/2015	14.00 Hrs	
Opening of Commercial Bid	Will be intimated later		

7. Tender Documents shall be available only on the Internet and shall not be available for sales elsewhere.
8. KELTRON reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time
9. Keltron reserves the right to reject the bid of parties who have failed to provide adequate after sales support for the products supplied against IT@School tender earlier.
10. Supplier shall provide access to their Website so that Keltron can verify whether the warranty and coverage / scope details are updated in the website as per the order.
11. LD will be charged for delayed supply. Furthermore, if the delay exceeds 21 days after the scheduled date of supply, such suppliers will not be considered for the subsequent tenders.
12. The Special instruction to the contractors/bidders for the e-submission of the bids are given under “Help to Contractors” in website <http://etenders.kerala.gov.in/nicgep/app>
13. Customer will report the service complaints, if any, only through the HCMS software (www.sc.keltron.org) developed for this purpose. The suppliers shall attend all the

complaints with in 2 working days and close all such complaints with in 5 working days and update the status at the above web site itself

Head Purchase
IT Business Group
Kerala State Electronics Development Corporation Ltd
Keltron House,
Vellayambalam,
Thiruvananthapuram-695033,
Kerala
Tel: 0471-4094444, 2729126 Fax:0471-2724545
email : itpurchase@keltron.org
url : www.keltron.org

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION - DEFINITIONS

- 1.1 “KELTRON / The Buyer” means Kerala State Electronics Development Corporation Limited.
- 1.2 "The Bidder / Vendor" means the individual or firm or company who participates in this tender and submits its bid.
- 1.3 “Project Leader” means the executive responsible for signing all documents from KELTRON side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4 "The Supplier / Contractor" means the individual or firm making up the supply / work defined in the Notice Inviting Tender.
- 1.5 "The Supply Order/ Work Order" means the order placed for the supply of systems / equipments and installation and commissioning of works by the Buyer on the Contractor duly signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6 “The Contract” means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Supply Order / Works Order.
- 1.7 "The Contract Price" means the price payable to the Contractor under the Supply Order / Works Order for the full and proper performance of its contractual obligations.
- 1.8 “Non-Responsive Bid” means a bid, which is not submitted in line with the tender requirements - Invitation to Bidders, General Terms and Conditions of the Tender, Special Terms and Conditions of the Tender and other conditions in the tender documents, Tender Fee, EMD etc.

2 ELIGIBILITY CRITERIA

2.1 Eligibility for Pre-Qualification Cum Technical Bid of Tender submitted -

- 2.1.1 Submission of Non-Refundable Tender Fee in e-payment mode as per the instructions given in the website
- 2.1.2 Submission of Refundable Earnest Money Deposit in Fee in e-payment mode as per the instructions given in the website
- 2.1.3 **Bidders who are black listed by State / Central Government departments and organizations are not eligible to participate in this tender and such bids will be summarily rejected.**
- 2.1.4 **Bids containing Products of black listed companies will also be rejected**
- 2.1.5 Submission of the Pre-Qualification cum technical bid for the Equipments shown in the Schedule of Requirements.
- 2.1.6 The Proof of successful execution of similar supplies / works executed during the last

3 years- at least one Purchase order, for value more than Rs.5 Crores / at least 2 separate Purchase Orders, each for value more than Rs.2.5 crore / at least 3 separate Single Purchase Orders, each for value more than Rs.1.7crore in the last 3 years, for Government Departments or PSUs / Cooperative undertakings within Kerala.

2.1.7 The OEM should have direct presence in India.

2.1.8 The Bidder should a registered office in Kerala.

2.1.9 Prospective Vendors/Bidders should have an average annual financial turnover of at least Rs. 5 (Five) Crores during the past three financial years. **The Bidder shall submit their audited balance sheets as proof, confirming their average turnover of Rs. 5 crores during the last 3 years.**

2.1.9.1 The bidder shall be OEM or Distributors of the Schedule of Items quoted. In the case of Distributors/ Dealers the bidder should attach a **valid Proof of Dealership / Distributorship from the OEM for the item quoted and the authorization letter from OEM to participate in the tender.**

2.1.9.2 In case, the bidder is a dealer, the following documents has to be submitted at the time of billing

2.1.9.2.1 Invoice of the Distributor in India, with serial number of the product

2.1.9.2.2 Letter from the Distributor with list of items billed with serial number

2.1.9.3 Compliance statement as shown in **Annexure-6.**

2.1.9.4 Letter for Un-conditional Acceptance of Terms & Conditions of tender in the **Format listed as Annexure-2** of the Tender Document.

2.1.9.5 Detailed specification of the items mentioned against schedule of requirements as listed in Annexure-7

2.1.10 The Bidder shall submit samples of item quoted and the sample of the Tamper proof sticker on the respective date of submission.

2.1.10.1 **At least two samples shall be delivered to the stores in charge, IT Business Group, Keltron, Vellayambalam, Thiruvananthapuram** and acknowledgement shall be taken in their Delivery Challan. The delivery challan shall indicate the model number & serial number of items and number of boxes delivered. The copy of the duly acknowledged delivery challan shall be handed over to purchase department of IT Business Group, the same day.

2.1.10.2 The samples submitted by unsuccessful bidders shall be returned after the opening of the commercial bid.

2.1.10.3 **The samples submitted by successful bidders shall not be returned and it will be considered as free of cost samples.**

2.1.11 Letter of Under taking from OEM confirming the availability of spares for upto **60 months from the date of Installation**

2.1.12 Only bidders who quote for the entire items shall be considered.

- 2.1.13** Original device Manufacturer or their Authorize Distributor / Partner can participate in the tender.
- 2.1.14** Original device Manufacturer should have proven track record in manufacturing Rugged Education Tablets.
- 2.1.15** Authorized distributor should have service centers in all major towns in Kerala and they should submit the service infrastructure details along with the tender.
- 2.1.16** The Authorized bidder should be submitting the bid in INR.
- 2.1.17** Bidder is required to provide separate pricing with 1 year Warranty and 3 Year Warranty.
- 2.1.18** Bidder is required to mention clearly the parts which are NOT covered under Warranty.
- 2.1.19** ODM/Authorized Distributor should own up all compliance and certification requirements like BIS certificate etc.
- 2.1.20** The quoted product must meet the qualification Bench Mark score: MobileXPRT 2013 Performance: 250 or above.

3 COST OF BIDDING

- 3.1** The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4 BID DOCUMENTS

- 4.1** The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-
 - 4.1.1** Section I Notice Inviting Tender
 - 4.1.2** Section II Instructions to Bidders
 - 4.1.3** Section III General Terms & Conditions of the Tender
 - 4.1.4** Section IV Special Conditions of the Tender
- 4.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids non-responsive to the Bid Documents in every respect will result in rejection of the bid.

5 AMENDMENTS TO BID DOCUMENTS

- 5.1** At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2** The amendments shall be notified and published in the location from where the original tender documents were made available for download as notified in the Tender Notification.

6. PREPARATION OF BIDS - DOCUMENTS COMPRISING THE BID

6.1 The bid shall be in two parts as follows:

“Cover 1” : PRE-QUALIFICATION CUM TECHNICAL BID

“Cover 2” : COMMERCIAL BID

6.2 The Cover 1 shall contain:

- 6.2.1** Proof of successful execution of similar supplies / works executed during the last 3 years- at least one Purchase order, for value more than Rs.5 Crores / at least 2 separate Purchase Orders, each for value more than Rs.2.5 crore / at least 3 separate Single Purchase Orders, each for value more than Rs.1.7crore in the last 3 years, for Government Departments or PSUs / Cooperative undertakings within Kerala..
- 6.2.2** Proof of the OEMs direct presence in India.
- 6.2.3** Proof of the Bidder having a registered office in Kerala.
- 6.2.4** Copy of audited balance sheets as proof, confirming their average turnover of Rs. 5 crores during the last 3 years.
- 6.2.5** Bidder Information Letter in Bidder’s Original Letter Head in the **Format listed as Annexure-1.**
- 6.2.6** Bid Form in the **Format listed as Annexure-2.**
- 6.2.7** Detailed Specification/ catalogue/ Technical manual/ User manual/ Service manual for the equipments quoted
- 6.2.8** Compliance statement of the items offered as per **Annexure 6**
- 6.2.9** Status of Bidder: If the bidder is the OEM, provide the documentary proof. **If bidder is a Distributor / Dealer, proof of Distributorship / Dealership from OEM and the Authorization letter from OEM for submitting the quotation against this tender.**
- 6.2.10** Letter of under taking from the OEM confirming the availability of spares for upto 60 months from the date of Installation.
- 6.2.11** Copy of PAN card and VAT registration of the Bidder
- 6.2.12** Proof of Certificate of incorporation/Registration of the firm/bidder
- 6.2.13** List of service centers in Kerala authorized by OEM
- 6.2.14** Proof of compliance and certifications required for the product
- 6.2.15** Proof of qualification benchmark score

6.3 The Cover 2 shall contain:

6.3.1 Commercial Bid for the Schedule of Item quoted in the prescribed format

7 Bid Submission

- 7.1 The bidder shall submit the above tender document online in PDF/xls/rar/dwf **formats well in advance before the prescribed time**. Bidder shall scan the documents in normal resolution to reduce the file size and use high speed Network for uploading the documents.
- 7.2 After the on-line submission, the bidder shall submit at least 2 samples of the quoted product at Keltron, Trivandrum on or before 13.00 Hrs **on 08/09/2015** as detailed below:
- Deliver at least two samples at the Stores Department, ITBG, Keltron Vellayambalam, Trivandrum 69033 and obtain the acknowledgement in supplier's Delivery Challan.
 - Bidder shall also provide a hard copy of the above technical bid documents duly signed with company seal in sealed cover to the Purchase Department**
 - Hand over the acknowledged Delivery Challan copy to The Head(Purchase), Purchase Department, IT Business Group, Keltron House, Vellayambalam, Thiruvananthapuram – 695033 with proper covering letter mentioning the tender number and schedules. Buyer shall not be responsible if the samples are delivered elsewhere.

8. BID PRICES

- Prices in the Commercial bid format shall be entered in the following manner:
 - The **Basic Unit Rate** of the Item in Rs. and **Kerala VAT amount** in Rs shall be entered in the respective cells of the format. **The billing should be done from Kerala to avail the KVAT Credit.**
 - The rate quoted by the bidder shall be on F.O.R **Destination** basis. The equipments are to be delivered at the various schools across Kerala on the scheduled dates, against our Delivery Challans & Invoices
- The bidder shall quote the rate in numerals. The rates shall be in whole numbers
- All expenses incurring towards the delivery of the item at destination including unloading charges has to be borne by the bidder
- The bidder shall quote only one product per schedule.
- The cost of 3 year warranty support shall be included in the unit price quoted.
- Since the requirement is for Government schools in Kerala, price quoted shall take into consideration all concessions/ schemes of OEM.

9 DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

9.1 The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:

9.2 Bidder must attach required technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder. No clarifications in this regard shall be sought from the bidder.

9.3 Each specifications sought shall be marked or highlighted in the attached brochures / literatures / data sheets.

9.4 The compliance statement submitted shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.

10 PERIOD OF VALIDITY OF TENDER (BID)

10.1 The Tender (Bid) shall remain valid for a minimum of 90 days from the date of opening of the technical bid. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of the Buyer.

10.2 If there is any delay in finalization of the tender due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. The request and the responses thereto shall be made in writing. The tender process will not be vitiated if any tenderer declines to extend the offer as requested for.

11 BID OPENING AND EVALUATION - OPENING OF PRE-QUALIFICATION CUM TECHNICAL BIDS:

11.1 The Buyer shall open Pre-qualification cum Technical Bid on the Tender Opening Time and Date as notified in the Tender Notification

12 EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:

12.1 The Buyer shall evaluate in detail the Technical Bids (Cover I) and the sample unit & determine whether the bid complies with all the Qualitative Requirements (QRs) and shall be treated at par for the purpose of financial comparison. Only technically successful bids will be considered for commercial bid opening.

13 OPENING OF THE COMMERCIAL BIDS:

13.1 Commercial Bids (Cover II) of those vendors who qualify technically shall be opened

13.2 The comparison of evaluation shall be on the basic price of the equipments.

14 CONTACTING THE BUYER

- 14.1** Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection.
- 14.2** No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of the Tender Notification till the time the contract is awarded.
- 14.3** Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

15 AWARD OF CONTRACT

- 15.1** The acceptance of the tender will be intimated to the successful bidder by the Buyer, by E-mail, Fax or by Post
- 15.2** **The Buyer shall be the sole judge in the matter of award of contract and decision of the Buyer shall be final and binding.**
- 15.3** The buyer reserves the right to accept or reject the tender in full or part.
- 15.4** **The buyer reserves the right to split the quantity while awarding the contract.** This is subject to L2 bidder or L3 bidder matching the price of L1 bidder.
- 15.5** In case only L2 bidder matches the price of L1 bidder, the splitting of the order will be in the ratio 60:40 (Approximately) between L1 and L2.
- 15.6** In case both L2 and L3 bidders match the price of L1 bidder, the splitting will be in the ratio 50:30:20 (Approximately) between L1, L2 and L3.
- 15.7** Repeat orders, if any, will be placed preferably with L1 bidder.
- 15.8** The buyer reserves the right to cancel the contract either in part or full, if the contractor fails to deliver the specified quantity of the item at the stipulated time, and award the same to the next successful bidder.

16 RIGHT TO ACCEPT OR REJECT THE TENDERS

- 16.1** **The right to accept the tender in full or in part/ parts will rest with the Buyer. However, the Buyer does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.**
- 16.2** Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.
- 16.3** **The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.**
- 16.4** If the bidder gives wrong information in his tender, the Buyer reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the EMD.

16.5 The offer of bidders who failed to submit the EMD & Tender fee in time shall be rejected outright.

16.6 Should a bidder have a relation or relations employed with the Buyer in the capacity of an officer, the authority inviting tender shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed with the Buyer has / have tried to influence the tender proceedings then the Buyer at its sole discretion may reject the tender or cancel the contract.

16.7 The requirements indicated in the Tender Notification are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

16.8 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by the Buyer shall not be considered.

17 ISSUE OF LETTER OF INDENT / SUPPLY ORDER

17.1 The acceptance of the tender will be intimated to the successful bidder by the Buyer, by E-mail, Fax or by Post.

17.2 The issue of a Letter of Indent shall constitute the intention of Buyer to enter into the contract with the bidder.

17.3 The contractor shall execute an Agreement in prescribed format as mentioned in **Annexure-5**, with the buyer within fifteen days of issuance of letter of Indent / Purchase Order.

17.4 The contractor shall furnish a security deposit in the form of DD drawn in favour of KSEDC Ltd payable at Trivandrum, for an amount equivalent to 5 % of the contract value within 15 days from the release of PO/LOI. Otherwise EMD will be forfeited and Risk purchase clause no 14, section 3 will be effected.

17.5 The contractor shall furnish a Performance Bank Guarantee as per **Annexure-4**, for an amount equivalent to 10% of the contract value valid for a period of 40 months from the date of completion of delivery and Installation of items. The security deposit will be returned on receipt of the Performance Bank Guarantee. If the contractor fails to supply the items even after the LD Period, the security deposit of the contractor shall be forfeited and Risk purchase clause no 14, section 3 will be effected.

17.6 The EMD amount of successful bidder will be released only after the submission of Security Deposit as per clause 17.4, Section 2 of Tender document and Agreement

17.7 EMD amount of L1, L2 and L3 bidders will be refunded only after finalization of the order and submission of Security Deposit, wherever applicable

17.8 The Buyer shall be the sole judge in the matter of award of contract and decision of KELTRON shall be final and binding.

18 QUALITY ASSURANCE REQUIREMENTS

18.1 The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified.

19 TRANSFER OF TENDER DOCUMENT

19.1 Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.

20 IT@School Edu ubuntu software: (Latest version)

Bidders can download the Latest version of **IT @School Edu ubuntu software** from Keltron Website <http://www.keltron.org>. The link for downloading the above software **will be provided shortly** under the “Tenders” in the above website.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1 Purpose & Scope

- 1.1 This tender document includes details like quantity, delivery, locations to be delivered and support services for maintenance, etc.
- 1.2 The hardware & software supplied against this tender must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the software such as installation kit, CDs, Software Manuals, hardware sub-systems etc.

2 Compliance

- 2.1 The unconditional acceptance of all the terms & conditions of the Tender Notification has to be submitted through a letter. The format of the letter is attached at **Annexure-2**.
- 2.2 The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 The submission of unconditional acceptance as described at 2.1 is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender being liable for rejection.

3 Language and Currency

- 3.1 The bidder shall quote the rates in numerals. The rates shall be in whole numbers. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

4 Standard Conditions.

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.

5 Performance Bank Guarantee.

- 5.1 The successful bidder shall submit an unqualified Contract Performance Guarantee (in lieu of Contract Performance Security) of the value equivalent to 10% (ten percent) of the total price to KELTRON in the form of an irrevocable and unconditional bank guarantee of a scheduled commercial bank as per Performa attached as **Annexure-4**, The guarantee will be valid till 120 days after the end of the period of guarantee / warranty.

5.2 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:

5.2.1 The Equipments supplied under the contract shall be free from all defects / bugs and upon written notice from KELTRON, the successful bidder shall fully remedy, free of expenses to KELTRON, all such defects / bugs as developed under the normal use of the said equipments within the period of guarantee/Warranty Extended Warranty.

5.3 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

5.4 The bidder as per operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation, configuration & commissioning of systems. The successful bidder will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during guarantee period the successful bidder will depute his supervisor(s) to the site within 48 hours of intimation to remove all defects at contractor's cost.

5.5 A penalty calculated @ Rs 100/- per day subject to a maximum value equal to the 10% of the value of the order can be imposed incase of delay in rectification of the problem, as per the details mentioned in **Annexure 5**. The acceptance of valid reasons for non-compliance to clause #5.2 and clause# 5.4 above shall rest with the Buyer and the decision with regard to imposition of the penalty shall be final. The penalty amount will be recovered from the next payment due to the supplier. The Bank Guarantee will be returned only after settling the penalty amounts.

6 Correspondence

6.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

7 Testing and Inspection

7.1 The testing and inspection of the equipment / components procured shall be carried out in two stages as follows.

7.1.1 Factory Inspection / Acceptance Testing

7.1.1.1 The Buyer or his representative shall have the right to conduct pre-dispatch inspection of the Hardware and Accessories including the software for their conformity to the specifications. Where the Buyer decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Buyer. The schedule & procedure of testing shall be intimated to the bidder after the placement of the Work order / purchase order. The successfully inspected / accepted items shall be sealed in the presence of the Inspectors and signed by the inspectors accordingly.

7.1.1.2 Should any inspected or tested Items fail to conform to the Specifications the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to

the Buyer.

7.1.1.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 7.1.1.1 & 7.1.1.2 above, the Items on receipt in the Buyer 's premises will also be tested after receipt and if found defective, or the seal found to be tempered these items shall be replaced free of cost to the Buyer.

7.1.2 Post receipt / pre-installation testing

7.1.2.1 This testing / inspection shall be performed at the KELTRON site or at DRC offices at the time of delivery of the equipment or prior to the distribution to the schools, and the inspector shall inspect the goods against any physical damage on delivery. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The inspector shall also receive the goods after inspection.

7.1.3 Post installation Acceptance testing / Inspection

7.1.3.1 This testing / inspection shall be performed after the completion of installation at site. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

7.2 The testing & inspection as per clause # 7.1 in any way not relieve the Contractor from any Warranty or other obligations under this contract.

7.3 If any Item or any part thereof, before it is taken over under clause # 7.1.3.1 is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier

7.4 Additional Markings on equipments

- 1. IT@school emblem should be marked on all the items supplied.**
- 2. Tamper proof stickers containing information such as “ OA No. xxx/15-16, Warranty Expiry date, Toll Free numbers/ contact details of Service centers etc should be pasted on all equipments.**

8 Extension of Time

8.1 This work is urgent and hence the completion period as per contract shall be adhered to strictly.

9 Compensation for Delay

9.1 Time is the essence of the Contract.

9.2 If the contractor fails to deliver the items on the scheduled date, the contractor shall deliver and install the items to the respective school at the contractor's own cost.

9.3 If the successful bidder fails to complete the supply / work within time fixed under the contract, he shall pay to KELTRON without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 1% per week, of the total value of the uncompleted portion of the work, or part thereof subject to a maximum value equal to 10% of the value of the contract

10 Force Majeure

10.1 KELTRON may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

10.1.1 That within 7 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the KELTRON in writing about the occurrence of Force Majeure Condition (as per **Annexure-5** to the tender document) and that the Bidder considers himself entitled to an extension of the time limit.

10.1.2 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

10.1.3 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.

10.1.4 That the contractor proves that the delay occurred is not due to his own action or lack of action.

10.2 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

11 Patents, Successful bidder's Liability & Compliance of Regulations

11.1 Successful bidder shall protect and fully indemnify the KELTRON from any claims for infringement of patents, copyright, trademark, license violation or the like.

11.2 Successful bidder shall also protect and fully indemnify the KELTRON from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.

11.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the KELTRON from any claims/penalties arising out of any infringements and indemnify completely the KELTRON from any claims/penalties arising out of any infringements.

12 Settlement of Disputes

12.1 If a dispute of any kind whatsoever arises between the KELTRON and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the Head (ITBG), Keltron who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

12.2 Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and KELTRON shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

13 Arbitration and Law.

13.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The Managing Director, KELTRON shall appoint the single Arbitrator for settlement of any dispute with regard to this contract. The venue of Arbitration shall be Thiruvananthapuram, Kerala, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

13.2 Indian laws shall govern this contract.

14 TERMINATION FOR DEFAULT & RISK PURCHASE

14.1 The KELTRON may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

14.1.1 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by KELTRON pursuant to Clause 9 of Section - 3.

14.1.2 If the Contractor fails to perform any other obligation(s) under Contract.

14.1.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as KELTRON may authorize in writing) after receipt of the default notice from KELTRON.

14.1.4 As a penalty to the Contractor, KELTRON shall en-cash the EMD/Security deposit/Contract Performance Bank Guarantee or redeem the Performance Guarantee Amount. The KELTRON in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to KELTRON. The balance unfinished work of the project will be got done at Contractor's risk and that extra expenditure will be recovered.

15 TERMINATION FOR INSOLVENCY

15.1 The KELTRON may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to KELTRON. In the event of termination for penalty to the contractor Clause 14.1.4 shall be applicable.

16 SET OFF

16.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

17 Deviation in Quantity

18 KELTRON reserves the right to reduce or increase the quantity by +/-30% of the tendered quantity

19 Contradiction

19.1 In case of any contradiction in or between the clauses above, the more stringent of the clauses shall prevail.

SPECIAL CONDITIONS OF THE CONTRACT

1 Time Schedule & Delivery

The delivery of the items as per the Notice Inviting Tender shall be completed within **30** days of placement of Letter of Indent / Work Order / Purchase Order whichever is earlier, from the buyer.

Time is The Essence of Contract.

It must be understood that the supplier has made the proposal after fully considering all such factors, which may have any bearing on the time schedule of the contract, and the buyer shall permit no extension in the schedule whatsoever on these accounts.

Equipments, for the schedules shall be delivered F.O.R.Destination in good condition within 30 days from Date of LOI / placement of order.

2 Delay & Non-Conformance

In case of the above time schedule, including levy of compensation for late delivery of systems as contained in clause # 9 of Section-3 of the tender document not being adhered to, KELTRON has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods elsewhere in which case the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder.

3 Payment Terms

No mobilization advance shall be paid.

All payments will be on back to back basis:

90% back to back after successful supply and Installation and 10 % after the submission of bank guarantee valid for a period of 40 months for 3 year warranty.

The payments shall be released to the Contractor subject to fulfillment of the following conditions

- Supplier shall provide access to their Website so that Keltron can verify whether the warranty coverage / scope details are updated in the website.
- Submission of Bills (Invoices) in Triplicate in Form No. 8/ 8A
- Submission of duly acknowledged Delivery Challan copies, in cases where equipments or services are delivered directly at DRC/Schools.

4 Guarantee / Warranty

All equipments, including hardware, software, shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, for a period of minimum **12 months/36 months after the date of successful installation.**

The bidder shall attend to and repair or replace the defect/bugs/non-performance of the equipments / services detected or reported to the bidder by the buyer during the period of warranty, free of any additional cost to the buyer.

5 Substitution & Wrong Supplies

Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the Contractor at his cost and risk, and payment for

Supply of Unauthorized or Pirated or Sub-Standard or Old equipments detected at any date during or after warranty shall be notified to the Contractor in writing. Such equipments shall be replaced forthwith by the Contractor at his own cost. Any penalty or litigations arising out of such supplies shall be the responsibility of contractor and any consequential damages shall be fully compensated by the Contractor.

6 Dispatch of Documents

Copy of the Delivery Challan, bill, along with customer/user certified Installation / Commissioning Report.

7 Up gradation

The successful bidder shall guarantee the long-term availability of upgraded versions of hardware / software to the buyer for the full life of the equipment.

Software Updates, Service Packs & Patches.

The Software Operating Systems shall be updated at the time of installation with all the released patches and service packs. The above shall be applicable during the guaranty / warranty period free of any additional cost.

8 Obsolescence

The bidder shall guarantee that the equipments quoted and supplied shall not be obsolete or proclaimed as 'End of Sale' by the Original Equipment Manufacturer **during the warranty period.**

The bidder shall guarantee that the equipments shall be supported with necessary spares for **at least 60 months** from the date of supply

9 Technical Manual

The bidder shall supply complete set of technical/ operations and maintenance manuals as applicable along with the delivery. The cost of such manuals supplied will be included in the cost of the system.

10 Change of Model

No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before

the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and KELTRON shall not be responsible for any delay in delivery schedule on this account.

11 Training

The contractor must make available trained engineers at the place of distribution of materials at each district to demonstrate the working of the equipment to the representative of the school to whom the equipment will be handed over. The engineers must also be able to clear all arising regarding the working of the equipment at the time of distribution.

Adequate Training shall be provided at Site/User premises for the routine operation and management of equipments supplied by the bidder, within 30 days of commissioning of the equipment.

Cost of Training shall be included in the cost quoted by the bidder for the equipments.

The Contractor shall assume the following responsibilities in conduct of the Training:

Training Material: The Contractor shall be fully responsible to provide Training Material including instructions/guidelines regarding dos and don'ts to the Trainees, if possible prior to the commencement of the Training.

Accommodation for Trainees: The Contractor shall arrange for accommodation and travel to the trainees, in case training is arranged outside the Site of Delivery.

12 INTELLECTUAL PROPERTY RIGHTS

KELTRON recognizes the intellectual property rights of the Original Equipment Manufacturer.

13 Project Schedule & Monitoring

The vendor shall plan various activities and submit the execution schedule within one week of award of the work. The execution schedule should clearly indicate all activities and the time required for completion of each activity taking the total project time as 30 days. Delivery and installation of all items shall be made within 30 days of award of order, failing which penalty clause will be invoked as per clause # 9 of section 3.

The project shall be closely monitored with respect to this schedule. The physical progress of the work shall be monitored from time to time and reviewed in the Weekly Progress Review Meetings to be held as agreed between both the parties.

14 Supply of additional Quantity

The Contractor must supply 100% of the quantity of items awarded to him at the rate quoted for the tender for order placed with in six months after the award of the tender.

Bidder Information Letter
(To be submitted in Letter Head)

To

**Head-Purchase,
IT Business Group,
KELTRON
Keltron House,
Vellayambalam,
Thiruvananthapuram-33**

Supply and Installation of Tablet PC to government schools- IT@ School project

Sir,

With reference to the tender No_KSEDC/ITBG/ITP/8132/15-16

I/we have downloaded tender document from the website <http://www.etenders.kerala.gov.in> for the Tender Schedule No:... :

I/We furnish the following details for your information.

My / our address for communication (with Telephone/ FAX nos.)	My/our address on which PO to be placed (with Telephone/ FAX nos.)

I/we have enclosed submitted Tender Fee and EMD as per the Tender Notification and also I/we have enclosed the rates as per Commercial Bid.

Signature of bidder

(seal)

BID FORM

(To be submitted in Letter Head)

To

**Head-Purchase,
IT Business Group,
KELTRON,
Keltron House,
Vellayambalam,
Thiruvananthapuram-33**

Sub: Bid Form

Ref. Tender No. KSEDC/ITBG/ITP8132/15-16

Dear Sir,

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I / we, undersigned, offer to supply all hardware & software and execute all works in conformity with tender specifications referred above and also to the said terms conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. I / We undertake, if our Bid is accepted, to complete delivery and installation of all items specified in the contract **within 30 days** calculated from the date of issue of your purchase order/LOI.
3. I / We agree to abide by this Bid up to 90 days and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
6. The tender document for the works mentioned above have been obtained by me from the URL: <http://etenders.kerala.gov.in/nicgep/app>, the official website of Govt of Kerala and I / we hereby certify that I / we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
7. My /our VAT & PAN Numbers are as follows.
KVAT Registration Number.
PAN Number.

Dated thisday of..... 2015

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of -----

Witness 1. -----

Signature
Witness 2. -----

Signature

ANNEXURE-3

FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

**To,
Head-Purchase,
IT Business Group,
KELTRON,
Keltron House,
Vellayambalam,
Thiruvananthapuram - 33**

Name of Work: - **Supply and Installation of Tablet PC to government schools
- IT@ School project**

Tender No: . KSEDC/ITBG/ITP/8132/15-16

Schedule No. - :

Subject: Intimation regarding Force Majeure Case

Sir,

Pursuant to Clause # 10, Section 3 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Leader)/Contractor

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

ANNEXURE-4

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : Tender No. KSEDC/ITBG/ITP/8132/15-16

Bank Guarantee No : _____

Date : _____

To

Kerala State Electronics Development Corporation Limited

Keltron House, Vellayambalam,
Thiruvananthapuram – 33

Dear Sirs,

In consideration of the Kerala State Electronics Development Corporation Limited (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. _____ dated _____ valued at _____ for _____ and the contractor having (scope of contract)agreed to provide a Contract Performance of the entire Contract equivalent to _____ (10 per cent) of the said value of the Contract to the Owner. We at _____ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be

enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

The performance guarantee shall also govern the following guarantees

- a. The Hardware / Software supplied under the contract by the Contractor shall be free from all defects / bugs and upon written notice from KELTRON, the Contractor shall fully remedy, free of expenses to KELTRON, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.
- b. The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause of tender

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this guarantee has been given.

WITNESS

Dated this _____ day of _____ 2015 at _____

Signature _____ Signature _____

Name _____ (Bank's Rubber Stamp)

Official address _____ Name _____

Designation with Bank Stamp

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE-5

On Rs. 500/- Non Judicial Stamp Paper

AGREEMENT

This agreement is made at Thiruvananthapuram on theday of Two Thousand and fifteen between Kerala State Electronic Development Corporation, IT Business Group, Vellayambalam, Trivandrum which expression shall, wherever the context so permits and includes its successors and assigns) herein after referred as “KELTRON”) of the one part, and with its registered office at, represented by Shri/ Smt (H.E. name and address of the supplier) (Hereinafter referred to as "the supplier") of the other part.

Where as KELTRON has invited a tender vide tender number . KSEDC/ITBG/ITP/8132/15-16 dated 17/08/2015 for the supply of hardware items as per the schedule given therein, under ICT scheme - (which is a Centrally Sponsored Scheme to promote 'Information and Communication Technology in schools),

WHEREAS the supplier hereinabove has submitted specific proposals in response to the above tender to undertake the supply and installation of hardware and accessories after tendering process, sample approval and price clearance

WHEREAS KELTRON has after tendering and evaluation of samples, accepted the rates for the supply and installation of hardware and accessories to schools

And

KELTRON has placed purchase order No. Dated on the supplier.

NOW THE AGREEMENT WITNESSETH AS FOLLOWS:

Rights and obligations:

1. The supplier shall accept all the terms and conditions detailed in the purchase order issued to them.
2. In case the supplier fails to execute any commitment, KELTRON reserves its unfettered right to cancel the purchase order or deduct accordingly all losses incurred from any payments due to the supplier.
3. All sums found due to KELTRON under or by virtue of this agreement shall be recoverable from the supplier and its properties - movable and immovable under the provisions of the Revenue Recovery Act as amended from time to time as though such sums are arrears of land revenue and in such other manner as KELTRON may deem fit. KELTRON will be entitled to seek other reliefs and monetary compensation without prejudice to its right to initiate Revenue Recovery action.
4. The supplier has to strictly abide with all the terms and condition including service conditions mentioned in purchase order released in this regard.

Obligations of KELTRON.

1. A technical committee constituted by the Executive Director of IT @ School, Government of Kerala, will monitor the overall implementation of the supply under this agreement.
2. The location, contact person and other details of hardware deployment will be forwarded by KELTRON.

Obligations of supplier

1. Supplier shall promptly position sufficient competent and well trained technical hands as support engineers in all District Resource Centers (RCs) in order to take care of distribution of hardware and accessories.
2. Supplier shall intimate and make available to KELTRON as well as all the participating schools, the details of offices and the persons to be made available by the supplier for providing after sales support for the supplied goods.
3. The supplier shall promptly provide comprehensive and all the essential onsite support for all equipments during the warranty period. The service levels shall be strictly as follows and the prescribed penalty as specified hereinafter shall be charged for not meeting the service levels:

Sl. No.	Item	Response Time	Time Limit for closing calls	Penalty per day for delayed service	Warranty
1	Tablet PC	2 working days	Within 5 Working days	Rs.100	3 year onsite

Penalty accumulated due to non-compliance of service level requirement shall be deducted from the Bank Guarantee provided by the supplier as well as any sum due to the supplier.

Force Majeure

Neither KELTRON nor the supplier shall be considered defaulting in performance of their obligations under the terms listed in this agreement, if their performance is adjudged and found to have been prevented or delayed for any cause beyond the reasonable control of the party affected, such as war, natural calamities, hostilities, revolution, riots, fire, explosion, flood, earthquake or because of any law, decree, proclamations, regulations or ordinance of Government or Sub-divisions thereof or any other cause beyond the control of the concerned parties which could not have been foreseen or avoided by the exercise of due diligence: provided notices of any such case with necessary evidence is given within a 14 day period or if this is not possible, within a reasonable period without delay. As soon as the cause of force majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other party the actual delay that might have occurred in such affected activity.

Arbitration

If a dispute of any kind whatsoever arises between the KELTRON and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the **Managing Director of KELTRON**. If the dispute is not settled between the supplier and KELTRON within 45 days, the dispute can be referred to an arbitrator with mutual consent who shall have powers conferred to him under the arbitration and conciliation act, 1996 or supplier may approach the court in Trivandrum, after giving due notice to the Managing Director of KELTRON.

IN WITNESS WHEREOF, The Head (ITBG), IT Business Group, Keltron, Keltron House, Vellayambalam, Trivandrum

and

Shri....., the supplier have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri..... (date)

In the presence of witnesses:

1.

2.

Signed by Shri..... (date)

In the presence of witnesses:

1.

2.

ANNEXURE-6

Tender No. . KSEDC/ITBG/ITP/8132/15-16,

Compliance Statement

No.	Name & Model No. of product offered	Specification as per tender	Specification of the item offered	Variation	Remarks

ANNEXURE-7

Schedule of Requirements

Schedule Description: Supply and Installation of Tablet PC to government schools- IT@ School project

Processor: Intel Atom X86 Quad Core, 1.33 Ghz, or higher with 64 bit support, **Memory:** Min 1 GB DDR3 Ram, **Storage:** Internal eMMC 16 GB (User space min 12 GB required), Micro SD slot supporting upto 64 GB, **Display:** 10.1 inch 1280x800 TN capacitive 5point touch panel, **Camera:** Primary min 2.0 Mega Pixel (Rear), secondary: Front facing 0.3 Mega Pixel, **Operating System:** Android Kit kat 4.4 and above, **Connectivity** Wi-Fi-802.11 b/g/n, Bluetooth-4.0, Micro HDMI, OTG Support, Audio-Mic combo jack, **Battery:** 6000 mAh, or above. **Sensors:** Accelerometer Sensor, Ambient Light Sensor, E –Compass, **Stylus:** Capacitive Stylus with pen slot, **Accessories:** Power Adopter USB cable, HDMI cable. Stylus pen, ear phone.

Other Features: Ruggedness- min 50 Cm drop resistant, IP52 dust/Water resistance

Warranty: 1 year comprehensive onsite / 3 year comprehensive onsite