

TENDER DOCUMENT

(e-Procurement – two part tender)

Tender No.: KSEDC/ITBG/IIS/0018/26-27 dated 27/06/2026

Title:

**Supply, Installation, Commissioning & Maintenance of Laptop
and Ink Tank MFP for Hospitals under e-Health Project.**



KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

IT Business Group, Keltron, Vellayambalam, Thiruvananthapuram-695033, Kerala

Tel: **0471-4094444 Extn-531 / 600.**

Email: **itpurchase@keltron.org**

DEFINITIONS

In this document, the following terms shall have following respective meanings:-

- i. **“Acceptance”** means KELTRON’s written certification that following installation, the system(s) (or specific part thereof) has been tested and verified as complete and/or fully operational, in accordance with the acceptance criteria defined in the tender document.
- ii. **“Agreement”** means the Agreement, any amendment or any addendum to the agreement to be signed by the Successful Bidder and KELTRON.

“KELTRON” stands for KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD having its registered office at KELTRON HOUSE Vellayambalam, Thiruvananthapuram; Kerala- 695033.
- iii. **“Authorized Representative”** shall mean any person/agency authorized by either of the parties.
- iv. **“Bidder, Vendor or Contractor”** means any firm offering the materials required in the RFP. The word Bidder, when used in the pre-award period shall be synonymous with Bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called ‘Vendor or Contractor’, with whom Govt. signs the Contract.
- v. **“Contract”** is used synonymously with agreement.
- vi. **“Documentary Proof”** means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before an authority.
- vii. **“Gov. / GoK / Govt. of Kerala”** shall mean Government of Kerala.
- viii. **“eHK / e-Health /eHealth PMU” shall mean eHealth Project Management Unit.**
- ix. **“Law”** shall mean any Act, notification, by law,rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political sub- division of government agency.
- x. **“LOI”** means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the purchase order with the successful bidder.
- xi. **“OEM”** means Original Equipment Manufacturer company, that is incorporated in India or abroad, who has management control over the manufacturing/production process, Quality Assurance, Procurement of Raw materials/manufacturing process inputs

marketing and warranty services of the resultant products, of at least one manufacturing facility /factory where the manufacturing of equipment, related accessories, as required for KELTRON, is carried out.

- xii. **“Party”** shall mean KELTRON or Bidder individually and **“Parties”** shall mean KELTRON and Bidder collectively.
- xiii. **“PBC”** means Pre-Bid Conference.
- xiv. **“Rates/Prices”** means prices of supply of equipment quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract.
- xv. **“RFP”** means the detailed notification seeking a set of solution(s), service(s), materials and/or any combination of them issued by the Authority.
- xvi. **“Services”** means the work to be performed by the Bidder pursuant to this Contract, as detailed in the Scope of Work.
- xvii. **“Site”** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement.
- xviii. **“Tenderer”** shall mean the authority issuing this Request for Proposal (RFP) and the authority under whom the project is to be implemented, operated, managed etc. and this authority shall be the Keltron.
- xix. **“Termination notice”** means the written notice of termination of the Agreement issued by one party to the other in terms hereof.

1. Invitation to Bidders

Kerala State Electronics Development Corporation Limited (Herein referred to as KELTRON Or Keltron) invites e-tenders from Original Equipment Manufacturers/Authorized Distributors/ Dealers for Supply, Installation, Commissioning and Maintenance of Laptop and Ink tank printers for Hospitals in Kerala under e-Health project as per the schedule of requirements given in the tender document and subject to the terms and conditions.

1.1. Important Information

Bid Inviting Authority	Kerala State Electronics Development Corporation Limited (KELTRON), IT Business Group
Tender Notification Reference	Tender Ref No.: KSEDC/ITBG/IIS/0018/26-27 dated 27/06/2026
Contact Person	The Head(Purchase) , IT Business Group, KELTRON, Vellayambalam, Thiruvananthapuram Phone: 0471-4094444 Extn-600/531.
Mode of Tender Submission	Tender should be submitted online through“etenders.kerala.gov.in”.
Non Refundable Tender document fee and Earnest Money Deposit (EMD) payable (to be remitted online during bid submission)	Tender Document Fee : Rs.5000/- EMD: Rs. 50000/-
Delivery of sample	The vendor has to submit one sample of the Equipments and accessories with all the necessary components (including the software/components to be Factory loaded) to KELTRON. No sample need to be submitted for existing model until and unless it is specifically demanded by tender inviting authority.
Pre-Bid Queries	Pre-bid queries shall be sent through email on prescribed format before the date of Pre-Bid. Email:itpurchase@keltron.org
Pre-Bid Meeting Date, Time & link (Online-Through Google meet)	02/07/2026 11.30 Hrs. Link: https://meet.google.com/qnw-bpkx-prg

Last date & Time for submission of Bids	13/07/2026 16.00 Hrs.
Opening of Pre-Qualification cum Technical Bids	14/07/2026, 16:00 Hrs.
Sample Submission date	One sample unit of the quoted item shall be delivered to the Store of ITBG, KELTRON within two days of tender closing date along with proper delivery challan.
Opening of Commercial Bids	Shall be intimated to the technically qualified bidders later.

Note: The dates furnished above are subject to revision

1.2. Terms and conditions:

- Item offered must be standard, branded & proven product and should be compactable with eHealth software.
- Billing shall be done per hospital after supply and installation of all items mentioned in a Lot.
- Tender Documents shall be available only on the Internet and shall not be available for sales elsewhere. This tender document is not transferable.
- The rate arrived through this tender shall be valid for a period of **four months** from the date of financial bid opening and shall be extendable for another four months.
- The rate arrived through this tender shall be applicable to all eHealth Projects funded by various Govt. and Non Govt. Departments (as part of their CSR).
- The delivery, installation and commissioning of the items as per the Notice Inviting Tender shall be completed within 90 days of placement of Letter of Intent / Work Order / Supply Order/Purchase Order, whichever is earlier
- Warranty terms of the product offered should be clearly mentioned in your offer.
- The price quoted should be exclusive of GST and inclusive of Packing, forwarding, freight & insurance and all other charges. GST extra applicable at the time of billing.
- The applicable duties, taxes and cess etc. during the tenure of the tender is applicable extra.
- The price quoted should be kept valid for the full supply.
- The order arising out of this enquiry shall be governed by the laws of Indian union and the courts in Trivandrum shall have the jurisdiction.
- Purchase Order will be released only after the receipt of Customer Order.
- KELTRON reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time.

- If KELTRON deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions in this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference to this RFP.
- KELTRON reserves the right to reject the bid of parties who have failed to provide adequate after sales support for the products supplied against various orders.
- OEM/Vendor 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.
- LD will be charged for delayed supply and installation. Furthermore, if the delay exceeds 4 weeks after the scheduled date of supply, such vendors will not be considered for the subsequent tenders for a minimum period of 2 years subject to revision.
- The Special Instructions to the Contractors/Bidders for the e-submission of the bids are given under “Help to Contractors” in website <http://etenders.kerala.gov.in>

2. Pre-Qualification Eligibility Criteria

The following are the conditions, which are to be necessarily fulfilled, to be eligible for the technical evaluation of the proposed equipments and associated peripherals mentioned in the tender document. Only those interested bidders who satisfy the following eligibility criteria should respond to this RFP:

SI No.	Criteria	Documentary Proof
1	The bidder should be a Company registered under the Indian Companies Act or under proprietorship/ partnership firm since last 5 years	Copy of Certificate of Incorporation.
2	The Bidder should have a valid GST /PAN Number	Copy of GST /PAN Number certificate
3	The Bidder should have valid ISO 9001:2015 certification	Copy of the ISO certificate.
4	The OEM/bidder should have service centers/ authorized service centers/service personnel in all districts of Kerala.	List of service centers / authorized service centers /service personnel with contact person’s name, phone number and address.
5	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration by OEM/bidder in letterhead with authorized signatory.

6	The bidder should have minimum turnover of Rs. 1 Crore in the last three financial years (2022-23,23-24,24-25). The bidder should also possess positive net worth.	Copy of Audited Financial statements (P&L and balance sheet)
7	Proof of work orders / Purchase Order: Should have executed a supply of similar nature ICT hardware in the last three years with <ul style="list-style-type: none"> • Single order value of 1 Cr • 2 orders with 50 lakhs each. 	Copy of Work orders/Purchase orders along with proof of completion.
8	The Bidder should have direct authorization from the Original Equipment Manufacturers (OEM) for selling and supporting every line item offered. OEM shall specifically undertake the warranty as per RFP and mention the same in MAF given to the bidder for the tender.	Manufacture's Authorization Form declaring authorization to sell, service support and warranty for the bidder. Warranty declaration certificate shall also be submitted.
9	Certificate of registration as per the instructions of Govt. of India as amended till date in the subject of procurement of goods from the countries sharing land border with India	Copy of certification
10	OEM should have minimum 10 years of experience in similar business in India also should have 25% business of similar product in Kerala for the last 3 years.	Declaration from OEM to be submitted along with the bid by the bidder

Note: The OEM / Bidder who fail to supply the items as per the delivery schedule and tender conditions, they will be rejected from prevailing tenders of eHealth Project without further notice for a minimum period of 2 years.

Power of Attorney

KELTRON reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder. (In the absence of the above documents, the bid is likely to be rejected.)

3. Scope of Work

For extensive implementation of e-Health project in short span of time, individual tender for each line item is difficult to process as it is time consuming, cumbersome and may face huge procedural delays. As time is crucial and the supply need to be completed at the earliest,

eHealth PMU has standardized the quantity of each item in individual hospitals and the supply shall be done with predefined quantity of individual items as below:

➤ **Total Hardware Requirements**

BPHU/UPHU		
Sl. No	Item	Qty
1	Laptop	332
2	Ink Tank Printer MFP Color	166

➤ **Each Hospital Requirements**

Sl. No	Item	Qty
1	Laptop	2
2	Ink Tank Printer MFP Color	1

The successful bidder has to supply the items as a lot to each hospital. The supply is considered complete only if all the items in the defined lot quantity are supplied. The supplier has to install all the items and get the installation certificate approved by the Hospital authorities and the invoice shall be submitted along with the delivery and installation certificates, duly signed by the head of institution.

➤ **Delivery Schedule**

Within 90 days from the date of purchase order.

➤ **Detailed Specification of the Items**

1. Laptop

Sl No.	Features / Parameters	Specifications / Description
1	Processor	Intel Core i5 14th Gen or AMD Ryzen 5 with clock speed 2.4 GHz or higher
2	Display	15.6" FHD LED Backlit Non-Touch Display or better (1920x1080 IPS or better)
3	Webcam	Integrated HD/FHD Webcam with Microphone
4	Graphics	Integrated Graphics
5	Memory	Minimum 8GB DDR5 or higher
6	Storage	Minimum 512GB NVMe

7	Ports	Minimum 3 USB 3.0 or higher ports, 1 HDMI, 1 Audio Jack
8	Wireless & Bluetooth	Wi-Fi (supports 2.4 GHz and 5.0 GHz), Bluetooth 5 or better
9	Audio and Speakers	Integrated Stereo speakers
10	Power Cord & Adapter	Power Cord for 3-pin Adapter (India) with equivalent Adapter
11	Power Supply	230V, 50Hz AC Supply with rechargeable Battery Pack comprising of Li-Polymer battery/Li- Ion Polymer battery
12	Battery	Minimum 4 hours backup(3 - year warranty)
13	Keyboard	Standard, Backlit Keyboard
14	Accessories	Mouse: Optical Scroll Mouse; Carry case: Backpack
16	Operating System	Windows 11 professional or higher;
17	Certification	BIS & ROHS Compliance for Product, HW TPM2.0,
18	Warranty	5-year onsite warranty for laptop and 3 year for battery and adaptor

2. Ink Tank Printer MFP Colour

SI No.	Features / Parameters	Specifications / Description
1	Type	Colour Ink Tank Printer, should work both in monochrome and Colour.
2	Function	Print, Scan, Copy
3	Duplex printing	Automatic
4	Printing Speed	First Page shall be printed within 14 sec, 15 – 25 PPM (B/W), 5-10 PPM (Colour)
5	Copy speed	10 – 20 PPM (B/W), 3-8 PPM (Colour)
6	Power Consumption	Below 25W
7	Connectivity	USB, Wi-Fi
8	Drivers	Should work seamlessly in Windows and Linux OS. There shall be specific drivers for the above version of OS and the drivers shall be supplied along with each printer. Drivers should be available for download from OEM site for at least 3 years from the date of purchase
9	Page Sizes	A4, Letter
10	Paper tray	Size shall be minimum 100 sheets.
11	Ink Type	Pigment ink for Black and Colour

12	Efficiency	Printing Each tank refill shall print minimum of 3000 pages of print in 5% coverage area in draft mode.
13	Refilling	Ink Cartridge Ink shall be able to be easily refilled by the user at site.
14	Alert	Low ink alert is required
15	Cleaning of Printer	Printer shall be easily cleanable by the user at site
16	Warranty	A 3-year comprehensive onsite warranty and a call logging portal from the OEM. Only ink and paper are considered as consumable and Printer should be ensure unlimited number of prints in warranty period. A warranty certificate must be provided

3.1 Supply, Installation, Testing and Commissioning of Equipments

Supply & Installation of all the products and equipment with the OS/software at destination as per the quantities as finalized by KELTRON / eHealth PMU and also as per the technical specifications included in the RFP, which includes transporting the items safely and delivery to the locations.

- i. The vendor needs to get the factory acceptance test done for the products listed in the Bill of Quantities/Material Requirement Summary or contract.
- ii. The bidder shall supply all the installation materials/accessories necessary including adapters, USB cables, power cords, miscellaneous items etc to carry out the unpacking and assembling of the supplied equipments at the delivery location in order to complete the installation and commissioning and user acceptance.
- iii. The Bidder must not bid/supply any equipment that is likely to be declared end of sale within the warranty period. The vendor would be required to replace all such equipment with latest and at least of equivalent configuration in such case.
- iv. Part supply to individual hospital will not be accepted for processing the payment. The supply lot shall be completed for processing the payment.
- v. **Bidder/OEM has to accept the SLA conditions mentioned in the tender and OEM standard conditions will not be accepted. MAF shall be issued accordingly or bidder shall provide undertaking to meet the SLA mentioned in concurrence with OEM to ensure spares.**

3.2 Technical Documentation

- 3.2.1 The language of the documentation shall be in English.
- 3.2.2 The technical documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied.
- 3.2.3 Such manuals shall include illustrated catalogues, reference manuals, technical manuals and operation manuals for the purpose of operating the equipments.
- 3.2.4 The sets of documents and manuals, supplied and delivered by the supplier shall be in reasonable detail and be current at the time of delivery.

- 3.2.5 Bidder shall stock and provide the details of the spares for maintaining the SLA as per tender conditions for full warranty period (5 Years for Laptop and 3 Years for Ink tank Printer).

3.3 Warranty & Maintenance

- 3.3.1 The warranty for all the Equipment shall remain valid for a period of **5 years for Laptops, 3 Years for Ink tank printer, laptop batteries and adapters** from the date of installation of whole items in a lot. The offer shall be inclusive of a comprehensive onsite Manufacturer warranty for 5 years for Laptop and 3 Years for Ink tank. ***Warranty shall be inclusive of USB cables, mouse, Keyboard, printer head, power cords and all associated hardwares necessary for functioning of that particular equipment.*** The vendor has to provide onsite support. Sufficient spares have to be maintained by vendor/OEM for meeting the SLA conditions.
- 3.3.2 During the Warranty period, vendor warrants that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in materials unless provided otherwise in the Contract. The vendor further warrants that the systems supplied shall have no defect arising from the design, materials or workmanship or any act or any omission.
- 3.3.3 The vendor shall provide comprehensive on-site maintenance for 5 years for Laptop and 3 Years for Ink tank from the date of installation, this would include maintenance for overall equipments. The vendor shall provide a comprehensive warranty that covers all components after the issuance of the final acceptance by KELTRON. The warranty should cover all materials, licenses, services and support for the equipments and software especially genuine operating system and drivers. The vendor shall administer warranties with serial number of the equipments and warranty period.
- 3.3.4 During the warranty period, the vendor shall repair/replace at the installed site, at no charge to KELTRON, all defects/bugs/non-performance of the equipments/services detected or reported to the vendor by KELTRON, without any extra cost.
- 3.3.5 The vendor shall ensure that the warranty complies with the agreed Technical Standards, security requirements, operating procedures and recovery procedures.
- 3.3.6 Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration).
- 3.3.7 The vendor shall maintain adequate stock of spares in all the districts to ensure timely rectification of complaints. The stock details shall be provided to the complaint management portal. Also the same shall be made available for verification by KELTRON & Ehealth.

- 3.3.8 The vendor shall use the provided online call logging mechanism provided by KELTRON/Ehealth for registration and resolution of the complaints related to the supplied equipments during the Warranty period.
- 3.3.9 In case equipment, peripheral or components are taken away for repairs, the vendor shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the regular work of the respective office.
- 3.3.10 For registering the complaints, serial numbers will be entered in Keltron FMS portal(url-ehfms.keltron.in) for monitoring SLA. Successful bidders will be provided with login id to monitor and close the calls.
- 3.3.11 For physical damage cases, the service personnel of OEM/vendor shall give a written service report to the customer showing the reason for physical damage. In case of any dispute, the vendor shall arrange a joint inspection by KELTRON & Ehealth authorities in a single location. Also the inspection report shall be jointly certified by the inspection team.

3.4 Deliverables

- 3.4.1 Equipments and components to be deployed.
- 3.4.2 The successful Bidder has to submit the acknowledged Delivery Challan issued from Keltron and installation report collected from the End User.
- 3.4.3 Serial number of the equipments supplied in specific format provided by Keltron shall be provided along with DC.
- 3.4.4 Adequate resources (including HR) for online processing / tracking of the provided online system for delivering after-sale services.

4. Instruction to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the RFP with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under the Bid. Participation in this tender fully complies the acceptance of the terms and conditions mentioned in the tender.

4.1. Preparation of Bids

Bids must be precise, concise and complete in every manner. All information not directly relevant to this RFP should be omitted. KELTRON will evaluate bidder's proposal based upon its clarity and directness of its response to the requirements of the project as outlined in this RFP.

4.1.1. Documents consisting of the Bids

The Bidder shall submit only one option, which is in accordance with the requirements of the RFP. The bid prepared by the Bidder shall comprise of the following components:

a) Pre-Qualification cum Technical Bid

1. Bidder Registration Certificate.
2. Bidder GST and PAN Number details
3. Copy of ISO Documents.
4. Copy of MAF in case of bidder being authorized seller/partner. Self-declaration for OEM. Warranty declaration certificate shall also be submitted.
5. List of OEM / Bidders Service centers/ authorized service centers/service personnel as mentioned ineligibility criteria.
6. Declaration regarding non blacklisting/Ineligibility for corrupt or fraudulent practices with any of the Government agencies.
7. Compliance sheet of Products quoted.
8. Specification data sheet of Products quoted.
9. Bidder audited financial statement for calculating turnover& networth.
10. Proof of work orders / Purchase Order along with completion
11. Bid form as per annexure 2
12. Bidder profile as per annexure 1
13. Declaration from OEM regarding experience
14. Proof of deposit of tender fee and EMD
15. Certificate of registration as per the instructions of Govt. of India as amended till date in the subject of procurement of goods from the countries sharing land border with India

Note: The Technical Bid must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, they may include the same in the Additional Information section.

b) Commercial bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the

following:

- Pricing as per the Bill of Quantity (BOQ) – in Excel sheet shall be submitted.
- The bidder should quote for all the items in the BoQs.

4.1.2. Bid Forms

Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

4.1.3. Period of Validity of Bids

- The bid shall remain valid for four months.** Bidder should ensure that in all circumstances, its Bid fulfils the validity condition. Any bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, KELTRON may solicit bidder's consent to an extension of the period of validity for another four months. The request and the responses there to shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

4.1.4. Non Confirming Bids

Any bid may be considered as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding bids nonconforming. In addition, KELTRON will look with dis favour upon bid that do not follow the format requested in this RFP or do not appear to address the particular equipments requirements as specified by KELTRON in the RFP, and any such bidders may also be disqualified.

4.1.5. Language of Bid

The Bid prepared by the Bidder, Supporting documents and printed literature furnished by the bidders as well as all correspondence and documents relating to the Bid exchanged between the Bidder and KELTRON shall be in English or in case in another language they should be accompanied by an accurate translation in English language. The correspondence by Fax/e-mail must be subsequently confirmed by a duly signed formal copy.

4.1.6. Bid Prices

- i. The bidder shall quote a fixed price for the entire items on a single responsibility basis.
- ii. In this tender, KELTRON reserves the right to procure the components/services listed in this RFP in parts or staggered manner of lots.
- iii. No adjustment of the contract price shall be made on account of any variations in costs of labour, travelling and materials, taxes, duties and levies or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- iv. The Contract price shall be the only payment, payable by KELTRON to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract.
- v. The price would be exclusive of GST and inclusive of all other packing forwarding, freight, delivery, loading & unloading, assembling etc.
- vi. The applicable duties, taxes and cess (Kerala Flood Cess) etc. during the tenure of the tender is applicable extra.
- vii. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the contract, if awarded. A Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive.
- viii. DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc, in to account.
- ix. The vendor shall quote as per the prescribed BoQ for all the items given in the material requirement summary.
- x. The price approved by KELTRON for procurement will be exclusive of GST and inclusive of all other packing & forwarding, freight along with loading & unloading, delivery and assembling and any change in these shall have no effect on price during the scheduled period of contract.

4.1.7. Bid Currencies

The prices shall be quoted in Indian Rupees only. No foreign exchange will be made available by the purchaser.

4.1.8. Modification and Withdrawal of Bids

- i. The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids.
- ii. The Bidders cannot withdraw the bid in the interval between after bid submission end date and the expiry of the bid validity period specified in the Bid. Such withdrawal will result in the forfeiture of EMD from the Bidder.
- iii. Bid validity will be considered only from the date of opening of commercials.
- iv. The tendering authority has the right to procure +-15% of items of total contract value.

5 Submission of Bids

5.1 Uploading of the Bids

- a) The bidder shall submit the above bid document online in PDF/xls format 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.
- b) The bids will be accepted only through online mode and no manual submission of the same will be entertained. Any bid which is submitted manually shall not be considered for evaluation.

5.2 Document Fee and EMD

The Bidder shall pay, a tender document fees and Earnest Money Deposit (EMD) as mentioned in important information. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of banks for making tender remittances in e-Procurement System.

During the online bid submission process, bidder shall select SBIMOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks will be shown. Here, Bidder may proceed as per below:

- a. SBI Account Holders shall click SBI option with its Net Banking Facility, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b. Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any Bank to proceed with its Net Banking Facility, for remitting tender payments.
- c. Bidders who are using Other Banks option under SBI MOPS Payment Gateway are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success "during bid opening.

The bids will not be considered for further processing if bidder fails to comply on points 4.1.6(i to vii) above and tender fees and EMD will be reversed to the account from which it was received. Any bid not accompanied by EMD will be summarily rejected.

5.3 Supply of Samples

- a) The bidder shall submit one sample of each Equipment and accessories offered by them on the prescribed date of submission, for technical evaluation, which is in full compliance as per the technical specifications as mentioned in the tender. The sample shall be delivered to the Tender Committee, KELTRON and acknowledgement shall be taken in their delivery challan. The delivery challan shall indicate the model no. & Sl.No. of item delivered. The copy of the duly acknowledged delivery challan shall be handed over to KELTRON purchase department on the same day. However models that are already been tested in various other eHealth Projects need not be submitted for evaluation.
- b) The samples submitted by the unsuccessful bidders shall be returned after the opening of the commercial bid. Sample of the successful bidder will be retained till the successful commissioning of project.

5.4 Opening and Evaluation of Bid

5.1 Opening and Evaluation of Pre-Qualification cum Technical Bids

- 5.1.1 Bid opening shall be done as per the date mentioned in the section 'Important Information'. Interested bidders can be present at the venue as mentioned the section 'Important Information'.
- 5.1.2 The Evaluation Committee would evaluate the Pre-qualification cum technical bid of the bidders. Successful bidders will be informed subsequently.
- 5.1.3 To assist in the examination, evaluation and comparison of bids KELTRON, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.
- 5.1.4 KELTRON shall evaluate in detail the Pre-qualification cum Technical Bids and determine whether the bid complies with all the requirements and shall be treated at par for the purpose of financial comparison. Only technically successful bids will be considered for Commercial Bid opening.
- 5.1.5 The OEM shall provide the compliance status, deviations if any, impact of deviations (considered as negative impact), and value addition provided and impact of value addition (considered as positive impact) for all the specification as specified in Annexure 3. Compliance from bidder will not accepted.
- 5.1.6 Inspection of samples: As part of technical evaluation, the Technical Committee shall evaluate the sample Equipments supplied by the vendors for testing the quality of the Equipments supplied and also for testing its conformity to the

specifications. Should any inspected or tested items fail to confirm to the specifications of RFP, Technical Committee may reject them and shall not consider such rejected items for further process.

- 5.1.7 The bidders shall qualify fully in all the items quoted. Non compliance in any one line item will summarily be rejected without further notice.

The operations and maintenance capability and commitment are being gauged through the SLA commitment. The bidder can commit higher SLAs.

KELTRON assumes that the specifications claimed for the equipments, are as per the claim of the bidder. KELTRON reserves the right to verify the claims and reject/ accept the offers for the items.

5.2 Opening of Commercial Bid

- 5.2.1 Commercial Bid will be opened for those bidders whose bids shall meet all the pre-qualification cum Technical criteria.
- 5.2.2 The bids of only those who are pre qualified will be considered.
- 5.2.3 The comparison of evaluation shall be of the total cost of the bid, warranty and onsite maintenance for 5 years for Laptop and 3 years for Ink Tank Printer.
- 5.2.4 KELTRON reserves the right to negotiate with the Bidder whose proposal has been ranked first on the basis of best value.
- 5.2.5 The Work / Purchase order may be awarded only after verification of market price.

5.3 Clarification of Bids

- 5.3.1 During evaluation of Bids, KELTRON may, at its discretion, ask any or all the Bidders for a clarification of its Bid. The request for clarification and the response shall be in writing.
- 5.3.2 Bidders that fail to submit the clarification as sought by KELTRON on receipt of KELTRONs letter requesting for such clarification, their bids will be evaluated based on the information furnished along with the bid proposal.
- 5.3.3 The Technical Bids with critical / major deviations shall be rejected without any further communications with the bidders.
- 5.3.4 The data sheets which complying the specifications of the offered item shall be uploaded along with the Technical bids.
- 5.3.5 Any items with inferior specifications shall be rejected without any further communications with the bidders.

5.4 Spares

The successful bidder has to provide the details of the spares of individual items that is been kept to meet the SLA. The details have to be provided and shall be available for

inspection by the authorities of KELTRON & Ehealth. The stock details shall also be maintained through the FMS portal.

5.5 Contacting Authority

- 5.5.1 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. Such rejected tenders will not be returned.
- 5.5.2 No bidder shall try to influence KELTRON directly or through external source relating to the submitted bid, from the time of publication of the Tender Notification till the time the contract is awarded.
- 5.5.3 Any effort by a bidder to influence the Authority or its officers and employers 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.

5.6 Rejection of Bids

Notwithstanding anything else contained to contrary in this Tender document, KELTRON reserves the right to accept or reject any Bid or to annul the bidding process fully or partially and to reject all Bids at any time prior to award of Contract, without there by incurring any liability to the affected.

5.7 Contract Negotiations

KELTRON may finalize the Tender and award the work after negotiations with L1.

5.8 Corrupt and Fraudulent Practices

- 5.8.1 “Corrupt Practice” means the offering, giving, receiving, and soliciting of anything of value to influence the action of a KELTRON/eHK/GoK official in the process of contract execution.
- 5.8.2 “Fraudulent Practice” means a mis representation of facts in order to influence a tendering process or the execution of a contract detrimental to the interest of KELTRON/eHK/GoK and includes collusive practice among bidders (prior to or after bid submission) designed to establish prices at artificial and non-competitive levels and to deprive KELTRON/eHK/GoK of the benefits of free and open competition.
- 5.8.3 “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by KELTRON.
- 5.8.4 “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

5.8.5 KELTRON will reject a bid for award and also may debar the bidder for future tenders in KELTRON if it determines that the bidder has engaged in corrupt/fraudulent/unfair/coercive practices in competing for, or in executing a Contract.

5.9 Award of Contract

Post Evaluation and Contract Award Criteria

5.9.1 The bidder who quoted the total lowest price for all item will be the L1 bidder.

5.9.2 The supply orders may be placed on the L1 bidder

5.9.3 If in any case, L1 is withdrawing from the tender or not executing the order placed, the order may be placed on the L2 bidder on matching the L1 price along with same terms and conditions.

5.9.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Keltron will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

5.9.5 The Keltron is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

5.9.6 However part supply of items by multiple successful bidders will not be accepted.

5.9.7 Consignee details will be issued to successful bidders upon finalization of bids.

5.10 KELTRON's right to vary Scope of Contract/Quantities at the time of award

5.10.1 KELTRON reserves the right, at the time of award or during the contract, to increase or decrease the quantity of any of the equipment by +/-15% of the contract value without change in other terms and conditions.

5.10.2 In this tender, KELTRON also reserves the right to procure the Equipments in multiple lots by issuing multiple purchase orders as per requirements and the bidder has to ensure the delivery of the appropriate quantities to the Hospitals in complete lots as mentioned across Kerala as per the requirement of KELTRON.

5.10.3 The Keltron may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

5.10.4 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule or both, and the contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the state Government's changed order.

5.10.5 If any change in quantity of equipments, omitted or added, increase or decrease, the corresponding value of the contract can be adjusted as per the unit rates provided by the bidder in the Bill of Quantities.

5.11 KELTRON's Right to Accept Any Bid and to reject any or all Bids

KELTRON reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the KELTRON action.

5.12 KELTRON's Right to Terminate Process

5.12.1 KELTRON may terminate the RFP process at any time without assigning any reason. KELTRON makes no commitments, expressed or implied that this process will result in a business transaction with anyone.

5.12.2 This RFP does not constitute an offer by KELTRON. The bidder's participation in this process may result in KELTRON selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not however signify a commitment by KELTRON to execute a contract or to continue negotiations. KELTRON may terminate negotiations at any time without assigning any reason.

5.13 Notification of Award

5.13.1 The acceptance of the tender will be intimated to the successful bidder by KELTRON through E-mail/ Fax / by Post prior to expiry of the period of the bid validity.

5.13.2 KELTRON will promptly notify each unsuccessful bidder and will discharge their Earnest Money Deposit(EMD)

5.14 Signing of Contract/Agreement

- 5.14.1 At the same time as KELTRON issues the Purchase order, the bidders have to submit Bank Guarantee for a value of 5% of purchase order within 30 days of the date of purchase order. If the bidder does not submit the Performance Bank Guarantee within 30 days of such notification, then his full EMD will be forfeited. On receipt of the Performance Bank Guarantee, the Letter of Intent (LoI)/purchase order will be issued and bidder will submit a non-judicial stamp paper of Rs. 200/- for execution of the tender.
- 5.14.2 The issue of a Letter of Intent shall constitute the intention of Buyer to enter into the contract with the bidder.
- 5.14.3 Acceptance of the Letter of Intent will be deemed as effective from the date of issue of the Letter of Intent.
- 5.14.4 Failure of the successful bidder to sign the contract proposed through the award letter/LoI, shall constitute sufficient grounds for the annulment of the award, in which event KELTRON may call for new bids.

5.15 Annulment of Contract

Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD (if applicable) in which event KELTRON may make the award to any other bidder at his discretion or call for new bids.

5.16 Performance Bank Guarantee

- 5.16.1 Successful bidder shall furnish a PBG equivalent to 5% of the Purchase order value along with the invoice of the items supplied. Validity of the PBG shall be equivalent to the warranty period (plus four months, i.e. 64 months) of the items supplied.
- 5.16.2 After satisfactory maintenance of the items during warranty period, PBG shall be returned by KELTRON to the successful bidder, without any interest.

5.17 Contract Monitoring

- 5.17.1 KELTRON shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract.
- 5.17.2 The date and time of such meeting shall be intimated to the contractor / vendor by fax / email / post. The date and time of subsequent meetings shall be

decided and recorded in previous meetings.

5.17.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both KELTRON and the vendor. Review meetings shall be with reference to milestone and contract performance analysis.

6. General Terms and Conditions of the Contract

6.1 Compliance

The compliance to the terms & conditions should be supported by authenticated documentation wherever required.

6.2 Language and Currency

The bidder shall quote the rates in English language and International numerals. The rates shall be in whole numbers. Over writing is not permitted. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

6.3 Correspondence

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

6.4 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the jurisdiction shall be in the courts of Thiruvananthapuram.

6.5 Assigning of Sub-Contracts

The Vendor shall not assign any work in whole or in parts, its obligations to perform under the Contract, except with KELTRON's prior written consent.

6.6 Notices

6.6.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by fax, email to the other party's address, and confirmed in writing by the other party.

6.6.2 A notice shall be effective when delivered or tendered to other party whichever is

earlier.

6.7 Patent Rights

The Bidder shall indemnify the renderer against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment or any part thereof.

6.8 Taxes and Duties

- 6.8.1 All the taxes, duties, levy and all other charges applicable and shall be valid for delivery on FOR Destination basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
- 6.8.2 Government of Kerala / KELTRON shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of KELTRON in this regard will be final and binding and no disputes in this regard will be entertained.

6.9 Packing

- 6.9.1 The vendor shall provide packing of systems in such a manner as to prevent their damage or deterioration during transit to the Destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposures to extreme temperatures, humidity, sleet and precipitation during transit and open storage.
- 6.9.2 The Vendor shall promptly replace any system that is damaged in transit. The packing, marking and documentation within and outside the packages shall also comply strictly with the requirements.
- 6.9.3 There shall be a packing list, in each case, fully itemized to show case number, contents, gross and net weight and cubic measurement.

6.10 Differing Shipments

If KELTRON shall have notified the Vendor in writing that the former is not ready to take delivery, no system or materials shall be forwarded until intimation in writing shall have been given to the Vendor by KELTRON that it is ready to take delivery.

6.11 Delivery, Installation and Documentation

It is the responsibility of the vendor to supply all the Equipments, as per the requirement of KELTRON to the respective Health Institutions across Kerala.

Transportation of Goods and Material to the designated locations as per the Purchase order is the responsibility of the vendor. KELTRON may issue multiple purchase orders for the supply of Equipments based on the requirement. The bidder has to ensure supply of Equipments within 90 days of placement of Letter of Intent / Work Order / Supply Order/Purchase Order, whichever is earlier. It is the responsibility of bidder to supply and submit the invoices after work order release. KELTRON will not pay any extra cost towards transportation of goods/material. Also the Vendor has to make his own arrangement for loading and unloading of the goods at the designated location. The vendor shall intimate KELTRON by letter/fax/Telephone at least 3 days before the actual arrival of the systems at the Sites, the full details of the delivery including contract number, couriers receipt number and date, description of systems, quantity etc.

Successful and timely delivery and installation of the ICT hardware is a prerequisite of eHealth Project. Installation of the same shall be done timely as per the requirement of Keltron / eHealth PMU. Delayed delivery and installation attracts penalty as per the LD clause referred in this tender. Such OEM's and bidders may be black listed from eHealth Project. Timely installation of ICT Hardware is not attributed to Keltron / eHealth PMU, it is the responsibility of the successful bidder. Digital India makes connectivity everywhere in Kerala, India. Unsuccessful installation due to the connectivity issues and power failures and physical infrastructure is not attributed to Keltron / eHealth PMU.

The vendor shall mail the following documents to KELTRON-

- a. 3 copies of the invoice showing systems description, quantity, Serial NO, unit price, total amount.
- b. Acknowledgement of receipt of items
- c. Installation Reports / Certificates.
- d. Manufacturer's/Vendor's warranty certificate
- e. Factory Inspection Certificates.

Soft copy of Serial Nos. (In Excel Format) pertaining to each Purchase Order / Supply Order to be submitted. Purchase Order / Supply order No. has to be specified for identity purposes.

6.12 Scope and Services Covered under Warranty

The vendor shall provide the following services under the warranty to keep the systems and peripherals in good working order:

- 6.12.1 Unscheduled on call corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system

will become the property of the vendor.

6.12.2 Penalty will be imposed and will be deducted from Performance bank guarantee submitted.

6.13 Testing and Inspection

6.13.1 Post receipt / pre-installation testing:

This testing / inspection shall be performed at the Delivery site at the time of delivery of the equipment and the Single point of contact (Medical Officer In – Charge / Nodal officer In – Charge or the person assigned) for the purpose of receiving the item shall inspect the goods against any physical damage on delivery. The Single Point of contact mentioned above shall also check the goods delivered against the models ordered, shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model, shall also receive the goods after inspection.

6.13.2 Post installation Acceptance testing /Inspection

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

6.14 Replacement

6.14.1 If any Item or any part thereof, before it is taken over under clause 6.13.2.i) is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor/Vendor notice setting forth details of such defects or failure. The Contractor/Vendor 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/Vendor 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/Vendor the whole or any portion of the items as the case may be, and that is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by KELTRON shall be deducted from the amount payable to the Vendor.

6.14.2 Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty

as specified in the SLA.

- 6.14.3 The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare components to ensure that the resolution time commitment as per SLA is met.

Note: The testing & inspection as per clause 6.13 in any way not relieve the Contractor from any Warranty or other obligations under this contract.

6.15 Maintenance

- 6.15.1 Free on-site maintenance services shall be provided by the Vendor during the period of warranty.

6.16 Force Majeure

- i. For the purpose of this Article, Force “Majeure” means any cause, which is beyond the control of the vendor or KELTRON as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-
 1. War /hostilities
 2. Riot or civil commotion
 3. Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes.
 4. Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the vendor, which prevent or delay the execution of the order by the vendor.
- ii. In case of occurrence of the above mentioned cases, 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.
 1. That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the bidder must inform KELTRON in writing about the occurrence of Force Majeure Condition and that the vendor considers himself entitled to an extension of the time limit.
 2. That the vendor 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.
 3. That the vendor proves that the said conditions have actually been interfered with the carrying out of the contract.
 4. That the vendor proves that the delay occurred is not due to his own action or lack of action.
 5. 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.

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

- 6.17.1 Successful bidder shall protect and fully indemnify KELTRON from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 6.17.2 Successful bidder shall also protect and fully indemnify 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.
- 6.17.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify KELTRON completely from any claims/penalties arising out of any infringements.

6.18 Termination:

- 6.18.1 Termination for Default: If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by KELTRON, without any valid reasons acceptable to KELTRON, KELTRON may terminate the contract after giving one month notice, and the decision of KELTRON on the matter shall be final and binding on the bidder. Upon termination of the contract, KELTRON shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages. In case of termination of contract for default of the contractor, the performance security/Bank Guarantee will be forfeited.
- 6.18.2 Termination for Insolvency: KELTRON can terminate the contract, if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. In such cases of termination, KELTRON will not be responsible for any loss or financial damage to the service provider resulted due to the termination. KELTRON will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with the KELTRON

6.19 Resolution of Disputes and Arbitration

- 6.19.1 Keltron and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 6.19.2 If, after 30 days from the commencement of such informal negotiations, KELTRON and the selected Bidder have been unable to amicably resolve dispute, either

party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

6.19.3 All Arbitration proceedings shall be held at Thiruvananthapuram, Kerala, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

6.19.4 In case of any dispute, the Arbitrator's decision shall be final in all regards. In case of any dispute, eHealth PMU, Secretary to the Government, Health Department, and Government of Kerala will be the arbitrator.

6.20 Acquaintance with Local Conditions

6.20.1 Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

6.20.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents. The Tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.

6.20.3 It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws /conditions

6.21 Statutory and Regulatory Approvals

The Bidder shall be responsible for obtaining approvals for any statutory and regulatory requirements from any of the authorities. Further, the Bidder shall be responsible to get required documentation completed for obtaining such approvals from time to time.

6.22 Confidentiality

Any information pertaining to KELTRON or any other agency involved in the project, matters concerning GoK / eHealth PMU that comes to the knowledge of the vendor in

connection with this contract, will be deemed to be confidential and the vendor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution.

6.23 Limitations of Liability

The liability of Vendor/ bidder for its obligations under the Contract shall in no case exceed the total value of the Contract.

6.24 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event KELTRON may call for new Bids.

6.25 Setoff

Any sum of money due and payable to the Vendor under this contract may be appropriated by KELTRON to set off the same against any claim of KELTRON for payment of a sum of money arising out of this contract made by the Vendor with KELTRON.

7. Special Conditions of the Contract

7.1 Time Schedule & Delivery

Time is the essence of Contract. The time and date of supply of the equipment, as contained in vendor proposal and as agreed as per the contract after modification, if any, shall be final and binding upon the vendor. It must be understood that the vendor 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 shall be delivered and installed on F.O.R. destination basis in good condition within 90 days of placement of Letter of Intent / Work Order / Supply Order/Purchase Order, whichever is earlier. The bidder shall supply and install the Equipments to the Health institutions in separate lots as per the requirement of KELTRON and separate purchase orders shall be issued by KELTRON in this regard. The vendor has to store sufficient quantity of Equipments at the vendor premises within the State to meet the quantities as mentioned in the Schedule of Requirements in order to ensure the timely delivery of the Equipments.

7.2 Delivery / Installation Schedule

The timelines for the delivery of Equipments are given below:

SI No:	Milestones	Time Frame
1.	Issue of Letter of Intent(Lol / PO) to the Successful Bidder	T0
2.	Delivery as per Issue of Letter of Intent(Lol / PO)	Within 90 Days of placing the PO (But Bidder shall never wait for the above said time, but to deliver the item at the earliest)
3.	Installation as per Issue of Letter of Intent(Lol / PO)	As per the requirement of eHealth PMU / Keltron(Earliest installation is always appreciated.)

** To is the event of issue of Letter of Intent to the successful bidder/ vendor. The vendor has to keep up with the overall dead line.*

7.3 Call Logging Mechanism

KELTRON will provide a call logging mechanism (Keltron FMS for Ehealth project) which takes care of entire incident and problem management. The beneficiaries, vendor and departmental users shall be able to log a call in the system using telephonic call on the Toll-free helpline, web portal, e-mail etc. Necessary resources (including, but not limited to, HR, Toll-free Number, Call Logging Center with required ICT facilities etc.) need to be deployed by KELTRON for accepting calls, e-mail etc. and registering the same into the online system. The entire activities right from call logging up to updating of the resolution should happen through this call logging system. The service team of vendor needs to update the provided portal with service history for each of the distributed devices.

7.4 Payment Terms (Back to Back)

The payment terms will on back to back basis. The payment to supplier will be released only after receipt of payment from the customer and concurrence from the project team.

Schedule of Payment Release	
On Completion of Supply & Delivery of items as per consignee list.	80% of the Invoice value
On Completion of Installation and user acceptance of items	15% of the Invoice Value
On Submission of PBG equivalent to 5 %	Balance 5% of Invoice Value.
Any penalties relating to the performance of the contract will be deducted from the PBG submitted.	

No Mobilization advance shall be paid. The payments shall be released to the Vendor on submission of documents as below:

- a) Bills (Invoices) in Triplicate
- b) Delivery Challan duly signed by consignee/customer.
- c) Installation Certificate.
- d) Details of Serial number of equipments supplied.

Also, the payment shall not be released unless the delivery details at destination are not reflected in the Online FMS System.

7.5 Penalties during supply

If the Equipments supply is not completed in all respects as per the defined scope within the stipulated period as prescribed in clause 7.2, penalty will be levied by KELTRON on the successful bidder. The service levels and penalties applicable during the supply are as follows.

Sl. No	Measurement Criteria	Target	Penalty
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1	Supply of Equipment at Various eHealth Institutions across Kerala state	Within 90 days of issue of First PO by KELTRON or as per the requirement of eHealth / Keltron	<ul style="list-style-type: none"> • In case of delay in supply beyond one week due to reasons solely attributable to the vendor, a penalty at the rate of 0.5% of the total value of the delayed items shall be charged for each week of delay • If any delay exceeds more than 4 weeks 10% of PO value of the items will be charged as penalty and also KELTRON reserves the right to take appropriate punitive measures.
2	Replacement of the defective / worn-out equipments or the supply of systems with non-compliant configurations	Within 7 days from the intimation of rejection by KELTRON	<ul style="list-style-type: none"> • 0.5% of equipment cost for each day's delay for one week per equipments as the case may be, beyond 7 days, and 1% per day subsequently, capping the total penalty to 5% of the respective PO.

7.6 Service Level Agreement: Warranty and Maintenance Phase

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to define the levels of service which shall be provided by the shortlisted vendor to eHealth PMU for the duration of this contract.

7.6.1 Definitions

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The vendor shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the vendor shall be reviewed by Keltron that shall:

- Regularly check performance of the vendor against thisSLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.

• Obtain suggestions for changes to improve the service levels. The SLA has been logically segregated in the following categories:

1. Call resolution services at the field level
2. Compliance and Reporting Procedures

7.7 SLA Tracking and Penalty

The following measurements and targets shall be used to track and report performance of SLA on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

1. Service Level Agreement:

- a. The hardware supplied will be subjected under a Service Level Agreement (SLA).The conditions of the SLA are given below.
- b. The penalty will be deducted yearly basis from the installment amount due in that year or from PBG Value.
- c. Penalty of each complaint will be limited to 5% of the product value and Maximum Penalty for the contract on account of non-compliance of SLA will be limited to 5% of the total contract value
- d. If the Penalty on account of non-compliance of SLA goes beyond 5% of the total contract value then the performance of the Vendor will be evaluated by a Panel of Experts and based on their report punitive actions like Termination / Blacklisting etc may be initiated if required.
- e. KELTRON will be establishing a Centralized Digital Facility Management System (FMS). All the Components, Equipments and Hardware installed as per this tender will be registered in the FMS with unique Asset Codes. This FMS will be the only mode of registering a complaint by the end user. Vender will get a login to the FMS system and will be intimated to the registered email. Vendor shall respond to all the complaints registered online immediately and initiate rectification process. Closure of the complaint shall be entered by the Vendor and accepted by the User. Downtime and Penalty will be evaluated by the FMS based on the time as reported online by the Users and the Vendor.
- f. Material inspection at destination is done by Keltron authorities.

SLA Conditions

Item	Response Time	Resolution Time	Penalty for downtime
Laptop	4 Hrs.	30 Hrs.	Rs 250/- for every 1 Hour beyond allowed downtime.
Ink tank Printer MFP	4 Hrs.	30 Hrs.	Rs 250/- for every 1 Hour beyond allowed downtime.

7.8 SLA Compliance and Monitoring

KELTRON will monitor the FMS which is a record of equipment failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and total down time. This record will be signed by the vendor's Service Engineer and Official in-charge once the incidence is reported / resolved. A copy of the previous month's record in the **FMS** shall be send to KELTRON before 5th of each month along with signed copy of MIS Report from the Online System duly signed by the authorized signatory of the vendor affirming that "There are no discrepancies in the Online System in comparison with the relevant entries in the System Maintenance Log Book". MIS shall contain the following details:

- Monthly and quarterly availability of equipments components.
- Total number of service calls recorded and resolved as per SLA with call details.
- Exception report indicating calls completed beyond SLA with calculation of non-performance deduction.

7.9 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 vendor at his cost and risk and payment for supply of unauthorized or pirated or sub-standard or old equipment detected at any date during or after warranty shall be notified to the contractor in writing. Such equipment shall be replaced forthwith by the vendor at his own cost. Any penalty or litigations arising out of such supplies shall be the responsibility of the vendor and any consequential damages shall be fully compensated by the vendor.

7.10 Up gradation

The successful bidder shall guarantee the long term availability of upgraded versions of equipments/software to the buyer for the full life of the equipment. The Software Operating Systems shall be updated at the time of installation with all the released patches and service packs.

7.11 Obsolescence

- i. The bidder shall guarantee that the equipment quoted and supplied shall not be obsolete or proclaimed as 'End of Life' by the Original Equipment Manufacturer within one year of placement of order and should not be proclaimed "End of Support" during the warranty period.
- ii. The bidder shall guarantee that the equipment shall be supported with necessary spares by the Original Equipment Manufacturer during the warranty period/ extended warranty period.

7.12 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.

7.13 Performance during Warranty Period

During the Warranty/AMC period, if the vendor fails to repair/replace the components/the Equipments supplied, within the SLA as defined in this RFP, KELTRON reserves the right to replace the components/Equipments with new ones at the Bidder's cost. All cost for such replacements shall be made by forfeiting the Performance Bank Guarantee of the vendor.

7.14 Intellectual Property Rights

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

7.15 Delivery 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 delivery time within 90 days of placement of Letter of Intent / Work Order / Supply Order/Purchase Order, whichever is earlier. 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.

BIDDER PROFILE(To be submitted in Letter Head)

S.No.	Particulars	Details to be furnished		
Details of the Bidder(Firm/Company)				
1	Name			
2	Address			
3	Telephone		Fax	
4	Email		Website	
Details of Authorized Person				
5	Name			
6	Address			
7	Telephone		Email	
Information About the Company				
8	Status of company (Public Ltd/Pvt. Ltd)			
9	Details of Registration of Firm (Provide Ref e.g. Roc Ref#)	Date		
		Ref#		
10	Number of Professionals			
11	Location and Address of Offices (in India and Overseas)			
12	GST Registration Number			
13	Income Tax Registration Number (PAN)			

Signature of the Bidder

BIDFORM

(To be submitted in Letter Head)

To
The Head(Purchase),
IT Business Group,
KELTRON,Vellayambalam,
Thiruvananthapuram-33

Sub: Bid Form
Ref. Tender No.

Dear Sir,

1. Having examined the conditions of tender contract, the receipt of which is here by 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 here with 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 90 days** calculated from the date of issue of your purchase order/LOI.
3. I/We agree to abide by this Bid up to **four months** of opening of financial bid 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 here by certify that I/we have read the entire term and conditions of the tender document, which shall for part of the contract agreement and I/we shall a abide by the conditions/clauses contained therein.

7. My/our GST & PAN Numbers are as follows.

GST Registration Number.

PAN Number.....

Dated thisday of.....2026.

Signature of.....

In capacity of.....

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

Witness 1. -----(Name & Signature)-----

Witness 2. -----(Name & Signature)-----

Compliance Statement

Tender No.

1. Laptop

Make & Model:

SI No.	Features / Parameters	Specifications / Description	Compliance (Yes/No)	Variations, if any
1	Processor	Intel Core i5 14th Gen or AMD Ryzen 5 with clock speed 2.4 GHz or higher		
2	Display	15.6" FHD LED Backlit Non-Touch Display or better(1920x1080 IPS or better)		
3	Webcam	Integrated HD/FHD Webcam with Microphone		
4	Graphics	Integrated Graphics		
5	Memory	Minimum 8GB DDR5 or higher		
6	Storage	Minimum 512GB NVMe		
7	Ports	Minimum 3 USB 3.0 or higher ports, 1 HDMI, 1 Audio Jack		
8	Wireless & Bluetooth	Wi-Fi (supports 2.4 GHz and 5.0 GHz), Bluetooth 5 or better		
9	Audio and Speakers	Integrated Stereo speakers		
10	Power Cord & Adapter	Power Cord for 3-pin Adapter (India) with equivalent Adapter		
11	Power Supply	230V, 50Hz AC Supply with rechargeable Battery Pack comprising of Li-Polymer battery/Li- Ion Polymer battery		
12	Battery	Minimum 4 hours backup(3 - year warranty)		
13	Keyboard	Standard, Backlit Keyboard		
14	Accessories	Mouse: Optical Scroll Mouse; Carry case: Backpack		
16	Operating System	Windows 11 professional or higher;		
17	Certification	BIS & ROHS Compliance for Product, HW TPM2.0,		
18	Warranty	5-year onsite warranty for laptop and 3 year for battery and adaptor		

2. Ink Tank Printer MFP Colour

Make & Model:.....

Sl No.	Features / Parameters	Specifications / Description	Compliance (Yes/No)	Variations, if any
1	Type	Colour Ink Tank Printer, should work both in monochrome and Colour.		
2	Function	Print, Scan, Copy		
3	Duplex printing	Preferable		
4	Printing Speed	First Page shall be printed within 14 sec, 15 – 25 PPM (B/W), 5-10 PPM (Colour)		
5	Copy speed	10 – 20 PPM (B/W), 3-8 PPM (Colour)		
6	Power Consumption	Below 25W		
7	Connectivity	USB, Wi-Fi		
8	Drivers	Should work seamlessly in Windows and Linux OS. There shall be specific drivers for the above version of OS and the drivers shall be supplied along with each printer. Drivers should be available for download from OEM site for at least 3 years from the date of purchase		
9	Page Sizes	A4, Letter		
10	Paper tray	Size shall be minimum 100 sheets.		
11	Ink Type	Pigment ink for Black and Colour		
12	Efficiency	Printing Each tank refill shall print minimum of 3000 pages of print in 5% coverage area in draft mode.		
13	Refilling	Ink Cartridge Ink shall be able to be easily refilled by the user at site.		
14	Alert	Low ink alert is required		
15	Cleaning of Printer	Printer shall be easily cleanable by the user at site		
16	Warranty	A 3-year comprehensive onsite warranty and a call logging portal from the OEM. Only ink and paper is considered as consumable and Printer should be ensure unlimited number of prints in warranty period. A warranty certificate must be provided		

PERFORMANCE BANK GUARANTEE

(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/IIS/----/26-27

PO No:

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 _____ (5 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 _____ 2026 at _____

Signature _____ Signature _____

Name _____ (Bank's Rubber Stamp)

Official address _____ Name _____

Designation with Bank Stamp

Attorney as per Power of

Attorney No. _____

Date _____

PERFORMA FOR PRE-BID QUERIES

Tender No:

Bidders requiring specific points of clarification may communicate with KELTRON during the specific period using the following format

Bidder's Request for Clarification		
Name of Organization submitting request	Name & Position of person submitting request	Address of Organization including phone, e-mail Points of Contact
		Tel: E-mail:

SI No.	Bidding Document Reference (Number/Page)	Content of RFP Requiring Clarification	Points of Clarification Required
1.			
2.			
3.			

On Rs. 200/- Non Judicial Stamp Paper**AGREEMENT**

This agreement is made at Thiruvananthapuram on theday of Two Thousand and Nineteen between Kerala State Electronics 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(name and address of the supplier) (Hereinafter referred to as "the supplier") of the other part.

Whereas has invited a tender vide tender number. KSEDC/ITBG/IIS/----/26-27 for the supply and installation of hardware items as per the schedule given therein.

WHEREAS the supplier hereinabove has submitted specific proposals in response to the above tender to undertake the Supply & Installation of Information Communication Technology (ICT) Hardware with Other Accessories after tendering process, sample approval and price clearance.

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

1. The Supplier hereby declares that the goods sold to under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the Purchase Order attached herewith and supplier hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period ofmonths from the date of delivery of the said goods to and that notwithstanding the fact that may have inspected or approved the said goods, if during the aforesaid period of.....months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the in that behalf will be final and conclusive)will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the supplier's risk and all the provisions here in contained relating to rejection of goods, etc., shall apply. The supplier shall, if so called upon to do replace goods, etc. or such portion thereof as is rejected by the KELTRON. Otherwise the supplier shall pay to such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of in that behalf under this contract or otherwise.
2. Requests for enhancement of rates once accepted will not be considered except where have prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Supplier or attached with the supplier's tender or any other letter or paper from the supplier will not govern this contract nor bind the KELTRON in any manner whatsoever unless such terms have been expressly accepted by in writing.

3. The articles and quantities to be supplied are shown in the Purchase Order attached herewith. The Supplier agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each article within four weeks from the date of receipt of the order.
4. The supplier agrees that time is the essence of this contract.
5. If the supplier defaults in the due supply of all or any of the articles correctly and promptly as above, are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by from the Supplier's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Supplier agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to KELTRON.
6. If the Supplier fails to deliver / install all or any of the item or perform the service within the time/period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages as mentioned below. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

Sl. No	Measurement Criteria	Target	Penalty
1	Supply of Equipments at Various eHealth Institutions across Kerala state	Within 90 days of issue of First PO by KELTRON or as per the requirement of eHealth / Keltron	<ul style="list-style-type: none"> • In case of delay in supply beyond 1 week based on reasons solely attributable to the vendor, 1% of total PO value of the items will be charged for each week as penalty. • If any delay exceeds more than 4 weeks 10% of total PO value of the items will be charged as penalty, and also KELTRON reserves the right to take appropriate punitive measure.
2	Replacement of the defective / worn-out equipments or the supply of systems with non-compliant configurations	Within 7 days from the intimation of rejection by KELTRON	<ul style="list-style-type: none"> • 0.5% of equipment cost for each day's delay for one week per equipments as the case may be, beyond 7 days, and 1% per day subsequently, capping the total penalty to 5% of the respective PO.

7. All payments to the Supplier for supplies affected satisfactorily will be made after scrutiny of Invoices .The firms shall produce Original GST Invoice, Delivery Challans & Installation Certificates duly acknowledged by the customer within 15 days after the successful installation.
8. The Supplier shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The Supplier shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of KELTRON shall have absolute power to refuse such consent or

revoke such consent (if given) at any time. The Supplier shall not be relieved from his obligation, duty or responsibility under this Contract even if consent to let or sublet is given by the KELTRON.

9. NOTWITHSTANDING the provisions contained in clause 4, KELTRON shall have the right to cancel the contract for any default on the part of Supplier in due performance thereof.
10. It shall be lawful for from and out of any money for the time being payable or due to the Supplier from under this contract or otherwise to set off any loss or expense, cost or damages, sustained or incurred by reason of the cancellation of the contract.
11. The Supplier agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by pre-paid post to his address as mentioned this deed.
12. The security deposit shall subject to the conditions specified herein be returned to the Supplier within three months after the expiration of the contract. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
13. In case the supply of articles involves installation, the Supplier agrees that the installation within the time and at the place specified by in the behalf. It shall also be the duty and responsibility of the Supplier to see that the system thus, installed is in good working condition to the satisfaction the person duly authorized by in that behalf and to ensure the proper functioning of the system till the guarantee period is over. In the event of the failure of the contractor to install the system within the time and at the place specified by or in the event of the machinery failing to function properly during the guarantee period, the amount spent by and the loss sustained by the on this account by making alternative arrangements shall be recoverable from the supplier in the manner provided in clause 14 hereunder.
14. The Supplier agrees that all sums found due to under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being the force as though they are arrears of land revenue or in any other manner and within such time as may deem fit. In deciding what sum of money is due under by virtue of this deed, the Supplier agrees that the decision of shall be final and conclusive and shall be binding on the Supplier.
15. **Confidentiality and Non-Disclosure of information**-Any information pertaining to KELTRON or customer or any other agency involved in the project, matters concerning GoK/customer that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the vendor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution.

16. **Service Level Agreement:**

SLA Tracking and Penalty

The following measurements and targets shall be used to track and report performance of SLA on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

Service Level Agreement:

- The hardware supplied will be subjected under a Service Level Agreement (SLA).The conditions of the SLA are given below.
- The penalty will be deducted from the quarterly deduction calculation above.
- Penalty of each complaint will be limited to 5% of the product value.
- Maximum Penalty for the contract on account of non-compliance of SLA will be limited to 5% of the total contract value.
- If the Penalty on account of non-compliance of SLA goes beyond 5% of the total contract value then the performance of the Vendor will be evaluated by a Panel of Experts and based on their report punitive actions like Termination / Blacklisting etc. may be initiated if required.
- KELTRON will be establishing a Centralized Digital Facility Management System (FMS). All the Components, Equipments and Hardware installed as per this tender will be registered in the FMS with unique Asset Codes. This FMS will be the only mode of registering a complaint by the end user. Vender will get a login to the FMS system and will be intimated to the registered email. Vendor shall respond to all the complaints registered online immediately and initiate rectification process. Closure of the complaint shall be entered by the Vendor and accepted by the User. Downtime and Penalty will be evaluated by the FMS based on the time as reported online by the Users and the Vendor.
- Material inspection at destination is done by Keltron authorities.

SLA Conditions

Item	Response Time	Resolution Time	Penalty for downtime
Laptop	4 hrs.	30 Hrs.	Rs 250/- for every 1 Hour beyond allowed downtime.

Ink tank Printer MFP	4 hrs.	30 Hrs.	Rs 250/- for every 1 Hour beyond allowed downtime.
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Note: Only Govt. working days shall be taken into account for the computation of penalty.

SLA Compliance and Monitoring

KELTRON will keep a **System Maintenance Log Book** which is a record of equipment failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and total down time. This record will be signed by the vendor’s Service Engineer and Official in-charge once the incidence is reported / resolved. A copy of the previous month's record in the **System Maintenance Log Book** shall be send to KELTRON before 5th of each month along with signed copy of MIS Report from the Online System duly singed by the authorized signatory of the vendor affirming that "There are no discrepancies in the Online System in comparison with the relevant entries in the System Maintenance Log Book". MIS shall contain the following details:

- Monthly and quarterly availability of equipment components.
- Total number of service calls recorded and resolved as per SLA with call details.

Exception report indicating calls completed beyond SLA with calculation of non- performance deduction.

Note: All penalties shall be made by forfeiting the Performance Bank Guarantee submitted by the supplier or any eligible payments to the supplier. Only Government working days shall be taken into account for the computation of penalty.

There would be penalties for breach of service levels as mentioned below, once the installation is completed:

The penalty amount shall be deducted from the pending payments/ security deposit/ other payments payable or would have to be remitted before the end of the contract.

The time for ensuring service levels shall be calculated from the time of reporting of the calls at the designated service center.

A service center shall be designated for reporting the problems. It should be accessible over telephone through a toll-free number and online complained registration system. It should be possible to report and obtain status of reported calls in Malayalam.

Any legal disputes between the parties, the same shall be referred to the Court having jurisdiction in Thiruvananthapuram.

IN WITNESS WHERE OF Sri.....for and on behalf of KELTRON and the Supplier

..... (Name and designation)..... have hereunto set their hands

Signed, sealed and delivered by

(KELTRON) Signature with Seal

In the Presence of witness

- 1.
- 2.

Signed, sealed and delivered by

(Supplier)

In the Presence of witness

- 1.
- 2.

*****End of Document*****