

**TENDER DOCUMENT**

**(e-Procurement - two part tender)**

**Tender Number: MIS/37734/17; Dtd:26/12/2017**

**Supply, Delivery, Installation & Warranty  
support for Tablets to Kerala State Civil  
Supplies Corporation Ltd. (Supplyco)**

**The Kerala State Civil Supplies Corporation Ltd**  
**Head Office, Maveli Bhavan, Maveli Road, Gandhinagar**  
**Kochi-682020, Kerala**  
**Tel: 0484-2206775 Fax: 0484-2206799**  
**email : info@supplycomail.com**

## NOTICE INVITING TENDER

**Tender Number: MIS/37734/17; Dtd:26/12/2017**

The Kerala State Civil Supplies Corporation Ltd (Supplyco) invites e-tender from Original Equipment Manufacturers (OEM) or their Distributors/Dealers for supply, Installation and warranty support of equipments as per the Schedule of Requirements given below with detailed Specifications.

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

The Tender document can be downloaded from the portal <https://www.etenders.kerala.gov.in> or [www.supplycokerala.com](http://www.supplycokerala.com). Tender Documents shall be available only on these portals and shall not be available for sales elsewhere.

Tender document shall not be tampered/modified in any manner. In case the same is found to be tampered or modified in any manner, tender will be completely rejected and EMD will be forfeited and Tenderer will be banned for future.

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

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

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

The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids non-responsive to the Bid Documents in every respect will result in rejection of the bid.

The Supplyco, reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time

The Supplyco, reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in Supplyco.

The Supplyco, reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable

-Sd-

**The Manager - M I S (i/c)**

## Background Information & Scope of Work of the Project

### Introduction

The Department of Civil Supplies , is implementing the National Food Security Act, 2013 and End-to-End computerisation of Public Distribution System in the entire Kerala. As part of this, Department is planning to purchase Tablets with Operating System in Supplyco.

The Successful Bidder(s) shall provide the following items and services:

### Supply, Delivery installation and Warranty Support of Tablets:

The bidder has to supply OEM packed boxes of Tablets as per the schedule of Requirements stated below (**including three year comprehensive onsite warranty**) to the Kerala State Civil Supplies Corporation Ltd. Gandhinagar, Kochi-20

#### Schedule of Requirements

Sl.No	Item Description	Qty	EMD (Rs)	Tender Fee (Rs)
1	<p><b>Tablets</b>  <b>Processor</b> - 1.2 Ghz or above Quad Core Processor  <b>Memory RAM</b> - 2 GB or higher (to be certified by OEM)  <b>Internal Storage</b> - 16 GB or higher  <b>Memory Card Option</b> - Expandable Storage Capacity of 32 GB  <b>Integrated Camera</b> - Front camera of 1.2 Mega Pixel HD or better and Rear Camera of 5 Mega Pixel HD or better  <b>Display &amp; resolution</b> - (10 +/- 0.5) inch i.e. inclusive of 9.5" and 10.5", 1280 x 800 or higher  <b>Connectivity</b></p> <ul style="list-style-type: none"> <li>• WiFi802.11a/b/g/n/</li> <li>• 3G/4G</li> <li>• GSM/EDGE</li> <li>• Bluetooth4.0</li> </ul> <p><b>GPU</b> - MALI/ Adreno/ SGX544 based GPU / Intel HD Graphics  <b>GNSS:</b> GPS/GLONASS/equivalent  <b>Gyroscope:</b> Yes  <b>Operating System</b> - Android Kit kat or above            Power Supply and Battery: 230V, 50 Hz AC Supply. Suitable charger shall be supplied. Built-in rechargeable battery pack/battery suitable for operation with 8 hours full HD video playback shall be made available. Sample will be tested and verified  <b>Weight</b> - Less than 900 grams with battery.            Rugged Flip Case and Tempered Glass should be provided. The tempered glass must be fitted/pre-installed before delivery</p>	28	5000	1000+GST 18%

## DATA SHEET

Sl.No	Event	Description
1	<i>Mode of bid submission</i>	Online through e-Procurement portal of the Government of Kerala at <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a>
2	<i>Type of proposal required</i>	Two Cover Bid System
5	<i>Tender Document Download Start Date/Time</i>	26-12-2017 – 11.00 am
6	<i>Tender Document Download End Date/Time</i>	11-01-2018 – 11.00 am
8	<i>Last date for submission of proposal</i>	11-01-2018 – 12.00 noon
9	<i>Date of opening of Technical Proposal</i>	16-01-2018 – 2.00 pm
11	<i>Opening of Financial Bids</i>	Will be informed after completing the technical evaluation
12	<i>Earnest Money Deposit</i>	Rs. 5,000/- (Rupees Five Thousand only)
13	<i>Tender Fee</i>	Rs. 1000 + 18% GST (Rupees One Thousand + 18 % GST)
14	<i>Performance Bank Guarantee</i>	5 % of the contract value, from any Nationalized/ Scheduled Bank for the tenure of the contract
15	<i>Validity of the proposal</i>	180 days from the closing date indicated for receipt of proposals in the RFP
16	<i>Evaluation of the proposals &amp; scoring criteria</i>	As detailed in the Tender document
17	<i>Name &amp; address where queries/correspondence concerning this Tender Document is to be sent</i>	Manager -M I S (i/c) Kerala State Civil Supplies Corporation Ltd. Head Office, Maveli Bhavan, Maveli Road, Gandhinagar, Kochi-682020 e-mail: mmis@supplycomail.com supplyco.mis@gmail.com <a href="tel:0484-2206775">Tel:0484-2206775</a> <a href="http://www.supplycokerala.com">www.supplycokerala.com</a>
18	<i>Contact Persons of Supplyco</i>	<b>Smt. Vimmy Davis Akkara</b> Manager- M I S (i/c) Kerala State Civil Supplies Corporation Ernakulam

## SECTION - 2 INSTRUCTIONS TO BIDDERS

### General Instructions

- The Supplyco, intends to appoint a single supplier for the assignment, so as to complete the project within the stipulated time, as detailed earlier in this document, after the issue of the work order. However, Supplyco, shall increase or decrease the scope of services under the assignment as mutually agreed between the parties concerned
- Supplyco, intends to adopt a two cover bidding process (Technical Cover & Commercial Cover) for selection of eligible bidders for the assignment, as per the Scope of Work set out in the previous section of this Tender document.
- The proposals received from eligible bidders shall be evaluated on the basis of the criteria set out in this Tender document. The bidder shall be responsible and pay for all of the costs associated with the preparation of its proposal and its participation in the bidding process
- The Successful Bidder is required to enter into an agreement with Supplyco. The charges payable to the Successful Bidder by Supplyco shall be in the manner as set out in the said agreement.
- The period of engagement of the Successful Bidder will be from the date of the work order for supply & installation of the Tablets and also including the warranty period. Any extension beyond this should be mutually agreed to between the Successful Bidder and Supplyco with adequate modifications in the pattern of payment disbursement, at the appropriate time.
- The proposal submitted by the bidder shall remain valid for a period not less than 180 days from the closing date indicated for receipt of proposals in the RFP (Proposal Validity Period). Supplyco, reserves the right to reject any proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.
- If any bidder withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will be forfeited.
- If any short supply is found or the bidder fails to fulfill the contracts, the Supplyco, is vested with the right to procure the equipments from the next lowest bidder or through another tender. Supplyco, also has the right to negotiate the price quoted. If any loss is incurred to the department due to the short supply or failure to fulfill the contracts, the Supplyco have the right to forfeit the EMD towards damages and/or blacklist the bidder. Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the bank guarantee based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
- The Supplyco, reserves the right to change the quantity before placing the order. General Stores Purchase Rules will be applicable in all cases.

### **EARNEST MONEY DEPOSIT (EMD) & TENDER FEE**

Bidders shall remit along with their Bids, EMD of **Rs. 5,000/- (Rupees Five Thousand only)** and

a tender fee of **Rs. 1000/- + 18% GST (Rupees One Thousand Only + 18 % GST)** through the e-payment system in the e-Procurement portal of the Government of Kerala, <https://www.etenders.kerala.gov.in>. Supporting documents shall be submitted by the bidders.

EMD of all unsuccessful bidders would be refunded within 180 days from the date of Award of Contract. The EMD amount of the Successful Bidder would be returned only upon submission of Demand Draft/Performance Bank Guarantee as per the format provided at "Annexure-4" and execution of agreement

The EMD amount is interest free and will be refundable to the bidders without interest, whereas the Tender Fee is non-refundable

The bid/proposal submitted without EMD & Tender Fee mentioned above, will be summarily rejected

The EMD may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity.
- b) In case of a Successful Bidder, if the bidder fails to sign the contract or fails to submit the Performance Bank Guarantee in accordance with this Tender Document

## **CLARIFICATIONS & AMENDMENTS TO TENDER DOCUMENTS:**

Bidders may request a clarification of any of the issues related to the Tender document. Any request for clarification must be sent in writing/by e-mail to the address indicated in the Data Sheet. The responses of Supplyco, will be uploaded in the website <https://etenders.kerala.gov.in&www.supplycokerala.com> without mentioning the source of inquiry.

At any time before the proposal closing date, the Supplyco, may, whether at its own initiative, or in response to a clarification requested by a firm, amend the Tender document by issuing an amendment. The amendment shall be uploaded in the websites <https://etenders.kerala.gov.in> & [www.supplycokerala.com](http://www.supplycokerala.com) only. Such amendments shall be binding on all the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the Supplyco, may at its discretion, if the amendment is substantial, extend the deadline for the tender submission by uploading a notice. In case there is a substantial change in Tender Document, the Supplyco, will publish the revised Tender Document. Revised Tender Document will also be uploaded in the website <https://etenders.kerala.gov.in> & [www.supplycokerala.com](http://www.supplycokerala.com) only and the same should be submitted by the bidder. As such, the bidders are advised to closely follow the aforementioned websites, for probable developments with regard to the Tender Document.

## **CONTRACT AGREEMENT**

The Successful Bidder shall enter into and execute an Agreement at Annexure-5 with the Supplyco. The Contract Agreement will be executed within 15 days from the date of issue of Work Order.

If the Successful Bidder fails to execute the contract within the specified time-lines specified for any reason whatsoever, the Successful Bidder will be liable to compensate Supplyco, with

liquidated damages equivalent to 10% of the total estimated fee of the current assignment payable under the present agreement. It is hereby clarified that the Work Order shall be issued only after all mandatory clearance by Supplyco and penalty shall be applicable only in case of delay solely due to the actions of the Successful Bidder.

## **PERFORMANCE BANK GUARANTEE**

The Successful Bidder shall furnish within 15 days of the date of issue of Work Order, an unconditional Bank Guarantee/Demand Draft. The Bank Guarantee/Demand Draft shall be issued by any Nationalized Bank for an amount equivalent to 5% of the total cost quoted by the Successful Bidder for the current procurement. The Performance Guarantee shall remain valid for a period of three months beyond the scheduled date of completion of all contractual obligations of the Successful Bidder, including warranty obligations. The performance guarantee shall be submitted as per Performa at Annexure-4.

The Performance Bank Guarantee may be forfeited if Successful Bidder fails and/or does not withstand to the contract agreement for supply, delivery, installation & warranty support.

## **RIGHT OF REJECTION**

The Supplyco, reserves the right to reject any proposal that does not address all the requirements of the Tender Document. In addition, the Supplyco, reserves the right to accept or reject any proposal submitted by the bidders, and to cancel the tender process and reject all proposal submissions at any time, without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidder the grounds for his action.

## **DISQUALIFICATION**

The Committee constituted by the Supplyco, for the evaluation of bids submitted by the Bidders, may disqualify bids on account of but not limited to the following reasons:

- i) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the rates quoted
- ii) If the participant attempts to influence any member of the Evaluation/Technical committee
- iii) Conditional bids

The decision of the Committee () in the matter of disqualification shall be final and binding on the firms.

## **TERMINATION OF BID**

- i) Against all expectations entertained by the Supplyco, if none of the participating firms could be declared by the Technical committee as the winner of the bid, the bidding will

be regarded as terminated

- ii) Supplyco, reserves right to accept or reject only/all bidders including the lowest bidder without assigning any reason(s) whatsoever.

## **SETTLEMENT OF DISPUTES**

The decision of the Technical Committee shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before Chairman & Managing Director of Supplyco within 3 working days of the announcement of the Successful Bidder. The Chairman & Managing Director of Supplyco will decide upon the issue raised by said aggrieved party and will give his order in writing on receipt of said representation. The order of Chairman & Managing Director of Supplyco will be final and binding upon the aggrieved party.

## **FORCE MAJEURE**

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

That within 7 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the Supplyco, in writing about the occurrence of Force Majeure Condition (Annexure-3) and that the Bidder considers himself entitled to an extension of the time limit.

That the Successful Bidder 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.

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

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

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.



## PREPARATION OF BIDS - DOCUMENTS COMPRISING THE BID

The bid shall be in two parts as follows:

1	TECHNICAL BID
2	COMMERCIAL BID

The Technical bid shall contain:

- a) Proof of successful execution of similar supplies/works executed during the last 3 years- at least one Purchase order, for value more than Rs.10 Lakhs/at least 2 separate Purchase Orders, each for value more than Rs. 5 Lakhs/at least 3 separate Single Purchase Orders, each for value more than Rs.3 Lakhs in the last 3 years,for Government Departments or PSUs/Cooperative undertakings within Kerala. (Work orders along with the completion certificate/satisfactory client certificate confirming year and area of activity)
- b) Proof of the (Original Equipment Manufacturer) OEMs direct presence in India.
- c) Proof of the Bidder having a registered office in Kerala.
- d) Copy of audited balance sheets as proof, confirming their average turnover of Rs.50Lakhs during the last 3 years.
- e) Bidder Information Letter in Bidder's Original Letter Head in the Format listed as Annexure-1.
- f) Bid Form in the Format listed as Annexure-2.
- g) Detailed Specification/ catalogue/ Technical manual/ User manual/ Service manual for the equipments quoted
- h) Compliance statement of the items offered as per Annexure-6
- i) Warranty statement as per Annexure-7
- j) Certificate from the bidder regarding Clean Track Record as per Annexure-8
- k) Status of Bidder: If the bidder is the Original Equipment Manufacturer (OEM), provide the documentary proof. If the bidder is a Distributor /Dealer, proof of Distributorship/Dealership from Original Equipment Manufacturer (OEM) and the Authorization letter from Original Equipment Manufacturer (OEM) for submitting the quotation against this tender.
- l) Letter of under taking from the Original Equipment Manufacturer (OEM) confirming the availability of spares for upto 36 months from the date of Installation.
- m) Copy of PAN card and GST registration of the Bidder
- n) Proof of Certificate of Incorporation/Registration of the firm/bidder
- o) List of service centers in Kerala authorized by Original Equipment Manufacturer (OEM)

- p) Proof of compliance and certifications required for the product

**The Commercial bid shall contain:**

Commercial Bid for the item as per the Schedule of requirements

- i) Bidders are required to submit their Financial Bid quoting the price as per the BOQ of the e-procurement system of the Government of Kerala. If the Financial proposal is not uploaded by the bidder, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.
- ii) The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding.
- iii) The financial Bid shall take into account all applicable taxes & duties, at the time of submissions as per Annexure 9, payable by the Successful Bidder and all payments shall be subjected to TDS as per applicable laws. Any change to the tax structure shall be adjusted on actual basis.
- iv) Bidders shall use only Indian currency. The quote shall be inclusive of the cost of personnel, cost of hardware and software, all out-of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, cost to company, profits, etc.

**BID SUBMISSION**

The bidder shall submit the above tender online in PDF/xls/rar/dwf formats through the e-Procurement portal of the Government of Kerala, <https://www.etenders.kerala.gov.in> well in advance before the prescribed time. Bidder shall scan the supporting documents in normal resolution to reduce the file size and use high speed Network for uploading the documents. Bidders are required to submit their Commercial Bid quoting the price as per BOQ of the e-Procurement portal of the Government of Kerala, <https://www.etenders.kerala.gov.in>. Prices in the Commercial bid format shall be entered in the following manner:

**PERIOD OF VALIDITY OF TENDER (BID)**

The Tender (Bid) shall remain valid for a minimum of 180 days from the closing date indicated for receipt of proposals in the RFP. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of Supplyco.

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

## **OPENING & EVALUATION PROCESS OF PRE-QUALIFICATION/TECHNICAL BIDS:**

In the first stage, Pre-Qualification/Technical Bid shall be opened on the Tender Opening Time and date as notified in the Tender Notification and evaluated by Technical Committee, constituted for the purpose. The Technical Bids (Cover I) and the sample unit submitted at the Supplyco shall be evaluated by the above Committee in detail and determine whether the bid complies with all the Qualitative Requirements (QRs) and shall be treated for the purpose of financial comparison. Bidders satisfying the Technical Requirements and meeting the minimum specification mentioned thus determined by the Evaluation/Technical Committee and complying the terms & conditions of this document shall be shortlisted for Commercial Evaluation.

## **OPENING OF THE COMMERCIAL BIDS:**

Commercial Bids (Cover II) of those vendors who qualified technically shall be opened and evaluated by Committee, constituted for the purpose by the Supplyco. The comparison of evaluation shall be on the basic price of the equipments. The L-1 bidder out of the technically qualified ones will be selected as the Successful Bidder.

## **AWARD OF CONTRACT - ISSUE OF PURCHASE/SUPPLY ORDER**

When Successful Bidder has been once accepted finally by the Committee, the Supplyco, will notify the Successful Bidder within 180 days of receiving proposals in writing or by fax or email. In case the tendering process/public procurement process has not been completed within the stipulated period, The Supplyco, may request the bidders to extend the validity period of the bid beyond 180 days as mutually agreed between the parties concerned. The notification of award will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, The Supplyco, will notify each unsuccessful bidder and return their EMD.

The Supplyco reserves the right to cancel the contract either in part or full, if the Successful Bidder fails to deliver the specified quantity of the item at the stipulated time, and award the same to the next Successful Bidder.

The Successful Bidder shall execute an Agreement in prescribed format as mentioned in Annexure-5, with Supplyco, within fifteen days of issuance of Purchase/Supply Order.

The Successful Bidder shall furnish a Performance Bank Guarantee as per Annexure-4, for an amount equivalent to 5% of the contract value valid for a period of three months beyond the scheduled date of completion of all contractual obligations of the Successful Bidder, including warranty obligations. The EMD of the Successful Bidder shall be returned on receipt of the Performance Bank Guarantee. If the Successful Bidder fails to supply the items even after the stipulated time, the security deposit of the Successful Bidder shall be forfeited.

## PAYMENT TERMS

The payment will be made based on the invoices raised by the Successful Bidder. It should be accompanied with copy of delivery challans duly signed by the head of offices at the location where the items are delivered and installed.

<b>Payment Milestone</b>		
<b>Sl. No.</b>	<b>Activity</b>	<b>%</b>
1	Delivery, installation and acceptance of the Tablets	95
2	Remaining 5% will be paid after deducting the penalties applicable if any, beyond the date of completion of Warranty & Support	

**ANNEXURE-1**  
**BIDDER INFORMATION LETTER**

(To be submitted in Letter Head)

To

Manager- MIS(i/c)  
Kerala State Civil Supplies Corporation Ltd.  
Gandhinagar,  
Kochi-682020

Sub: Supply and Installation of Tablets to Supplyco

Sir,

With reference to the tender Number **MIS/37734/17; Dtd:26/12/2017**

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

I/We furnish the following details for your information.

My/our address for communication (with Telephone/ FAX nos.)

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

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

Signature of bidder

(seal)

**ANNEXURE-2**

**BID FORM**

(To be submitted in Letter Head)

To

Manager- MIS(i/c)  
Kerala State Civil Supplies Corporation Ltd.  
Gandhinagar,  
Kochi-682020

Sub: Supply and Installation of Tablets to Supplyco

Ref. Tender No. **MIS/37734/17; Dtd:26/12/2017**

Sir,

Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to supply all hardware & software and execute all works in conformity with tender specifications referred above and also to the said terms conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.

I/We undertake, if our Bid is accepted, to complete delivery and installation of all items specified in the contract within 30 days calculated from the date of issue of your purchase order/LOI.

I/We agree to abide by this Bid up to 180 days from the closing date indicated for receipt of proposals in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid, you may receive.

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.

The tender document for the works mentioned above have been obtained by me from the portal <http://etenders.kerala.gov.in>, e-Procurement portal of the Government of Kerala and I/we hereby certify that I/we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.

My/our GST& PAN Numbers are as follows.

GST Registration Number. .... PAN Number. ....

Dated this .....day of..... 20..

Signature of

In capacity of duly authorized to sign the bid for and on behalf of -----

Witness 1. \_\_\_\_\_ Witness 2. \_\_\_\_\_

Signature

Signature

**ANNEXURE-3**  
**FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE**

To,

Manager MIS(I/C)  
Kerala State Civil Supplies Corporation Ltd.  
Gandhinagar,  
Kochi-682020

Name of Work: - Supply and Installation of Tablets to Supplyco

Tender No: **MIS/37734/17; Dtd:26/12/2017**

Schedule No. - ..... : .....

Subject: Intimation regarding Force Majeure Case

Sir,

Pursuant to Clause Force Majeure in the tender document, it is for your kind information that a case of force majeure has since occurred. Details are given below:

<b>Date of Occurrence</b>	<b>Detail of Incident</b>	<b>Activity affected</b>	<b>Likely Delay</b>	<b>Requested Extension</b>

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

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

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

Yours truly,

(Project Leader)/Successful Bidder

Enclosures:

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

**ANNEXURE-4**

**FORMAT OF PROFORMA BANK GUARANTEE**

**(To be stamped in accordance with Stamp Act) (The non-judicial stamp paper should be in the name of issuing Bank)**

**GUARANTEE BOND PRESCRIBED BY THE GOVERNMENT OF KERALA**

In consideration of the Kerala State Civil Supplies Corporation Ltd (Supplyco) having agree to exempt (name and address) [Hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an agreement dated..... made between.....and ..... for ..... (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for `..... [Rupees.....(in words) .....only]. We ..... Bank Limited (hereinafter referred to as "the Bank" do hereby undertake to pay to Supplyco an amount not exceeding `..... (Rupees in words) against any loss or damage caused to or suffered or would be caused to or suffered by Supplyco by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement

2. We ..... Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Supplyco stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Supplyco by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding` .....(Rupees in words).....

3. We ..... Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Supplyco under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till .....(Office/Department) certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within one year from the period fixed or extended (if the agreement/supply order specifically provide for such extension of time) for the due performance of the contract by the contractor we shall be discharged from all liability under this guarantee thereafter.



4. We..... Bank Limited further agree with Supplyco that Supplyco shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by Supplyco against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Supplyco or any indulgence by Supplyco to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. To give effect to this guarantee it shall be competent for Supplyco to act as though the Bank, were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee heretofore given by the Bank to Supplyco and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

7. We.....Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of Supplyco in writing

Dated..... day of ..... two thousand.....for ..... Bank Limited

## ANNEXURE-5

### **Agreement for Supply, Delivery, Installation and Warranty Support of Tablets for Kerala State Civil Supplies Corporation Ltd.(Supplyco)**

(on Rs. 500/- Non Judicial Stamp Paper)

This AGREEMENT is made and executed on this.....<<Current Date>> day of .....<<Current month>>, Two Thousand and seventeen<<Current Year>> between the Manager- MIS(i/c) represented by the Kerala State Civil Supplies Corporation Ltd, Smt.....,Supplyco,Ernakulam, (hereinafter referred to as "Supplyco", which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns) on the FIRST PART AND \_\_\_\_\_, <<With Organization Brief Details and Address>> (hereinafter referred to as \_\_\_\_\_, which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns) represented by Shri .....Head/ MD<< Successful Bidder's organization>> on the SECOND PART.

Hereinafter collectively referred to as the "PARTIES" or individually as the "PARTY" WHEREAS the FIRST PARTY is desirous of engaging the SECOND PARTY for the task of supply and delivery, install, warranty and support of Tablets with licensed Operating System for Supplyco.

AND WHEREAS, the SECOND PARTY has expressed their willingness to undertake the work of Supply, Delivery, Installation and Warranty Support of Tablets for Supplyco as per the Purchase/Supply Order No. \_\_\_\_\_ dated \_/\_/2017, which form part of this Agreement;

AND WHEREAS an administrative sanction is accorded for procurement of Tablets vide G.O. (Rt) No. 192/2017/F&CSD dated. 03/06/2017 Thiruvananthapuram.

ANDWHEREAS, vide G.O (....) No. ....dated.....Government has accorded sanction for executing this agreement between the parties;

AND WHEREAS, the parties hereto had detailed discussion in the matter particularly the rights, obligations and liabilities of respective parties and have reached an understanding which they desire to reduce into writing.

#### 1.0 **Effective Date**

This agreement shall become effective from the date on which the duly authorized representatives of the parties have signed the Agreement.

#### 2.0 **Scope of the Project**

*Supply:* The total number of Tablets to be supplied under this Tender document is **28 numbers** to the Kerala State Civil Supplies Corporation, Gandhinagar, Ernakulam. The expense for the same will be under the scope of the bidder.

*Installation and Testing:* Each Tablet needs to be pre-tested to ensure that it works smoothly. This should include installation of Operating System and integration with

existing/new hardware in respective offices as required. Testing will be done by a designated officer from Supplyco at each location of supply.

*Warranty & Support:* Warranty and support for 3 years

### 3.0 ***Deliverables***

Deliverables shall be:

- a. Delivery of the said devices as per the Tender document
- b. Testing of the devices after installing the department software
- c. Comprehensive Warranty support certificate of each lot (should be submitted at central office)
- d. User Guides
- e. Deployment of Online Monitoring Tools
- f. Help Desk Details
- g. Monthly SLA compliance report
- h. Service Center Physical Verification Details availability (Working hours, Contact Details)
- i. Acceptance Certificate from the department officials.

### 4.0 ***Warranty & Support***

<<Name of Successful Bidder> shall warrant that the devices supplied to Supplyco shall have no defect arising from the design or workmanship or any act or omission. This warranty should also cover as per Tender conditions.

### 5.0 ***Responsibility of both the parties***

1. Supplyco will facilitate a designated person to receive and certify after verifying the software and hardware of the Tablets and its integration with other devices in the office are working properly according to the agreed conditions of Tender.
2. Certificate of acceptance is provided by the Supplyco to the Successful Bidder.
3. Setting up an online monitoring tool will be carried out by the Successful Bidder.
4. Verification and certification of the Online Monitoring Tool is carried out by the Supplyco.
5. Setting up of Service center at designated places as mentioned in the Tender is carried out by the Successful Bidder.
6. Physical Verification and certification of the service center is carried out by the Supplyco

### 6.0 ***Commencement & Completion***

The date of commencement of this supply of Tablets shall be considered as the date of signing of this Agreement and the date of completion will be after 3 years from the date of signing this agreement.

## 7.0 Timelines

The proposed schedule for the supply of the Tablet is as follows:

Sl. No.	Activity	Timelines
1	Date of Signing of Contract Agreement	T+0
2	Delivery of the Tablets	T+ 30 days
3	Deploying, Testing and getting certifying by the department.	T+ 30 days
4	Warranty, Service and Support	T+ 3 years

T: From the date of signing of this Agreement

## 8.0 SLA Parameters

### SLA during the Warranty and Support

Equipment Type	Response Time	Resolution Time	Penalty Amount	Penalty Calculation
Tablets	24 hours	48 hours	Rs 250	For every 24 hours after the resolution time or part of it per tablet

Successful Bidders are required to submit the SLA report before 5<sup>th</sup> of every calendar month to the Supplyco. An Officer designated by the Supplyco in this regard shall verify and maintain a written maintenance and repair log and shall record therein each incident of the equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. Once the officer receives the SLA report he shall compare the report with the log maintained by him and calculate the penalty accordingly.

## 9.0 Mode of Payment

Payment Milestone		
Sl. No.	Activity	%
1	Delivery, installation and acceptance of the Tablets	95
2	Remaining 5% will be paid after deducting the penalties applicable if any	

## 10.0 Taxes & Duties

All taxes and duties, as applicable, will be inclusive of the total bid.

## 11.0 Validity of the Agreement

This Agreement shall be valid for a period of three years from the date of signing this document/agreement.

## 12.0 Conditions of Contract

The terms and conditions specified in this document as well as all the other supporting documents as listed below shall govern this contract.

1. Tender Document
2. Agreement

3. Or any other document which was agreed with the Successful Bidder shall also include.

#### 13.0 *Severability*

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

#### 14.0 *Force Majeure*

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify, in written form, the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 7 (Seven) days from the moment of their beginning. Certificate of a competent authority or organization of the respective organization is a sufficient proof of commencement and cessation of the above circumstances. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

#### 15.0 *Breach of Contract*

For breach of any Clause of this agreement, the aggrieved party shall give notice thereof to the other party who shall be given 30 days time to rectify the above. In the event this breach continues beyond this 30 days period, the aggrieved party shall be entitled to recover all costs of damages and other incidental expenses, arising from the breach of the agreement Clause, from the other party.

#### 16.0 *Disputes/Arbitration*

In the event of a dispute or a difference of any nature whatsoever between the parties during the course of performance of respective obligations arising out of this Agreement, the parties agree to refer the matter to the Heads of the Institutions to resolve the disputes keeping in view the best interest of the Parties and in keeping with the spirit of performance of this Agreement. If the matter still remains unresolved, then the same may be settled as per the provision of the arbitration and conciliation Act 1996. The proceedings shall be conducted in Ernakulam and the proceedings will be in English Language

17.0 *Communication*

Any notice, request, demand, approval, consent or other communications provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered post or by ordinary mail, postage prepaid, or by fax addressed to the party for which it is intended at its following address:

1. **The Manager- M I S(i/c),**  
Kerala State Civil Supplies Corporation Ltd,  
Gandhinagar, Kochi-682020

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2. **Head/MD (of the organization of the Successful Bidder),**

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18.0 *Amendments*

No variation in or modification of the terms of this agreement shall be made except by written amendments signed by both the parties

20.0 *Termination*

The Agreement shall be deemed to be automatically terminated as expiry of period of contract unless extended an mutual consent in writing.

20.1 *Entire Agreement*

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

**IN WITNESS WHEREOF, THE PARTIES HERE UNTO HAVE SIGNED THIS AGREEMENT AT THE PLACE AND ON THE DAY WRITTEN HEREIN ABOVE.**

-----

The Manager -M I S(i/c)  
Kerala State Civil Supplies Corpportaion Ltd.

(PARTY OF FIRST PART)

**In the presence of Witnesses:**

1. -----

2. -----

-----

The MD/Head, <Successful Bidder organization Name>>

(PARTY OF SECOND PART)

**In the presence of Witnesses:**

1. -----

2. -----

**ANNEXURE-6**  
**Compliance Statement**

**Tender Number: MIS/37734/17; Dtd:26/12/2017**

<b>Sl.No</b>	<b>Name &amp; Model No. of product offered</b>	<b>Specification as per tender</b>	<b>Specification of the item offered</b>	<b>Variation</b>	<b>Remarks</b>

## ANNEXURE-7

### WARRANTY DETAILS

We warrant that all the equipment supplied under the contract is newly manufactured. We further warrant that the equipment supplied under this contract shall have no defect arising from design materials or workmanship (except insofar as the design or material is required by Supplyco specifications) or from our any act or omission, that may develop under normal use of the supplied equipments.

We warrant that we will maintain all the hardware for 3 years during the warranty period. This warranty shall survive inspection of and payment for and acceptance and shall remain valid for 3 years after complete installation and acceptance of the equipment or for 36 months after the date of receipt of equipments whichever occurs earlier.

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive as well as unscheduled) and transport charges from site to manufacturer's works / service facilities and back for repair or modification or replacement at site. We shall provide comprehensive on-site support for all the Tablets during the period of this warranty - 36 months after receipt of the equipment.

The bank guarantee for an amount equivalent to 5% of the total cost quoted will be provided and shall remain in full force and effect during the period that would be taken for the performance of the Agreement.

#### Bidder

#### Witness

Signature		Signature	
Name		Name	
Designation		Designation	
Mobile No.		Mobile No.	
Landline No.		Landline No.	
Address		Address	
Company		Company	
Email		Email	
Date		Date	

**Company Seal**

*Note: This warranty statement should be given on the letterhead of the bidder*



## Annexure-8

### Declaration Regarding Clean Track Record

To,

The Manager- M I S(i/c)

Kerala State Civil Supplies Corporation Ltd.

Gandhinagar,

Kochi-682020

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document[No. **MIS/37734/17; Dtd: 26/12/2017**. I hereby declare that my company/Consortium Partners has not been debarred/black listed as on Bid calling date by any Central or State Government/Quasi Government Departments or Organizations in India for non satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

# Annexure-9

## Item Rate BoQ

Tender Inviting Authority: Kerala State Civil Supplies Corporation

Name of Work: Supply, Delivery, Installation and Warranty Support of Tablet

Contract No: MIS/37734/17

Name of the Bidder/ Bidding Firm / Company :	
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### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE(Including GST) In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	Tablet(Specifications as per the tender document, including 3 year comprehensive onsite warranty)	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	