

15 -ാം കേരള നിയമസഭ

10 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത പോദ്യം നം. 1412

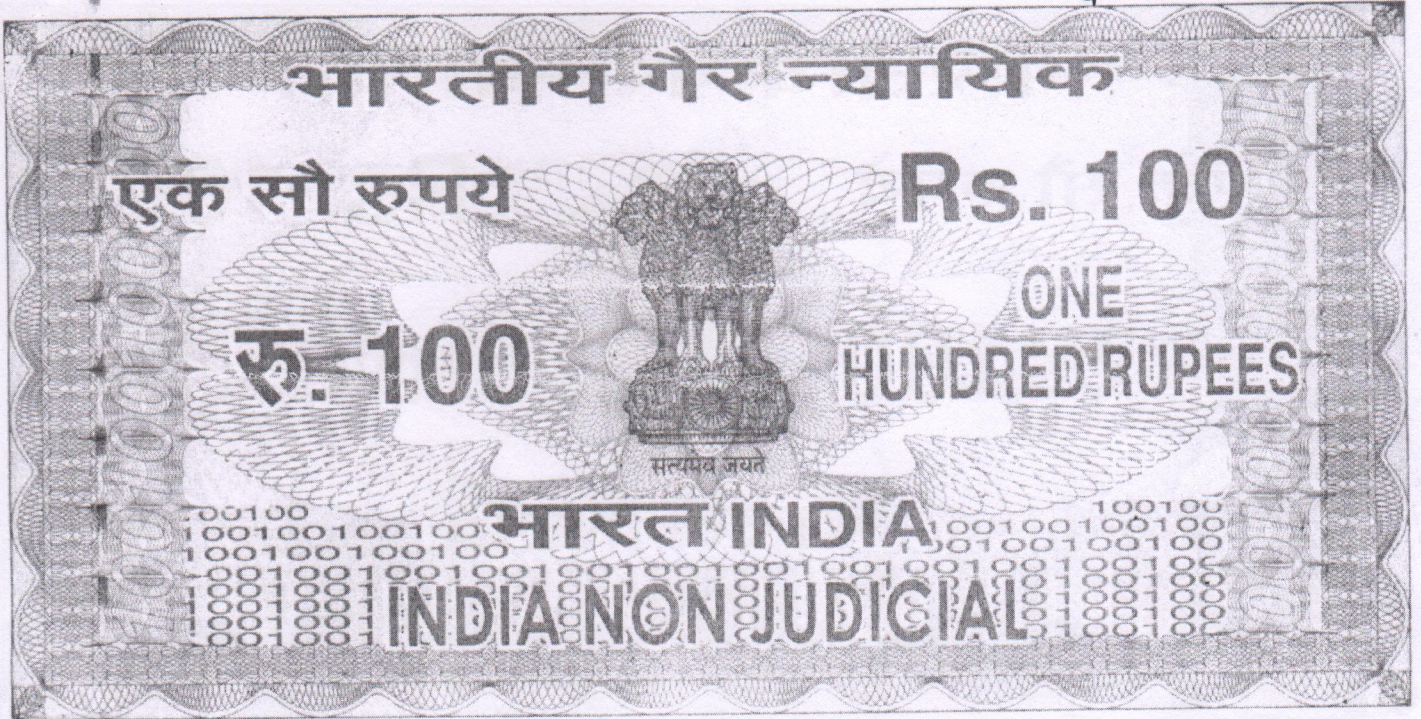
01-02-2024 - ൽ മറുപടിയ്ക്ക്

ഡിജിറ്റൽ വിദ്യാഭ്യാസത്തിന്റെ ഭാഗമായി വാങ്ങിയ ഇലക്ട്രോണിക് ഉപകരണങ്ങൾ

പോദ്യം		ഉത്തരം	
ശ്രീ. സണ്ണി ജോസഫ്, ശ്രീ. എം. വിൻസെന്റ്, ശ്രീ. റോജി എം. ജോൺ, ശ്രീമതി കെ. കെ. രമ		ശ്രീ വി ശിവൻകുട്ടി (പൊതുവിദ്യാഭ്യാസ-തൊഴിൽ വകുപ്പ് മന്ത്രി)	
(എ)	പൊതു വിദ്യാലയങ്ങളിൽ ഡിജിറ്റൽ വിദ്യാഭ്യാസത്തിന്റെ ഭാഗമായി വാങ്ങിയ ഇലക്ട്രോണിക് ഉപകരണങ്ങളിൽ മിക്കതും ഉപയോഗശൂന്യമായെന്ന ആക്ഷേപം ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ;	(എ)	ശ്രദ്ധയിൽപ്പെട്ടിട്ടില്ല.
(ബി)	പ്രസ്തുത ഉപകരണങ്ങൾ ടെൻഡർ പ്രകാരമാണോ വാങ്ങിയത് എന്നും സ്റ്റോർസ് പർച്ചേസ് മാനുവൽ നിബന്ധനകൾ പാലിച്ചിട്ടുണ്ടോ എന്നും വിശദമാക്കാമോ;	(ബി)	കൈറ്റ് മുഖാന്തിരം വാങ്ങിയ എല്ലാ ഉപകരണങ്ങളും സ്റ്റോർ പർച്ചേസ് നിബന്ധനകൾ പാലിച്ച് ഇ-ടെണ്ടർ നടപടി ക്രമങ്ങളിലൂടെയാണ് വാങ്ങിയത്. വിവിധ ഏജൻസികൾ, എം.പി/എം.എൽ.എ. ആസ്തി വികസന ഫണ്ട്, വ്യക്തികൾ, സന്നദ്ധ സംഘടനകൾ, തദ്ദേശ സ്വയംഭരണ സ്ഥാപനങ്ങൾ തുടങ്ങി വിവിധ ഏജൻസികളിലൂടെ പ്രാദേശികമായി ലഭ്യമാക്കുന്നവയുടെ വിശദാംശങ്ങൾ ലഭ്യമല്ല.
(സി)	പ്രസ്തുത ഉപകരണങ്ങൾ വാങ്ങുന്നതിനുള്ള കരാറിൽ മെയിന്റനൻസിനായി പ്രത്യേക വ്യവസ്ഥകൾ ഉൾപ്പെടുത്തിയിരുന്നോ; വിശദമാക്കാമോ?	(സി)	കൈറ്റ് മുഖാന്തിരം വാങ്ങിയത് സംബന്ധിച്ച കരാർ വ്യവസ്ഥകൾ, പർച്ചേസ് ഓർഡർ എന്നിവയിൽത്തന്നെ മെയിന്റനൻസ് കരാർ വ്യവസ്ഥകളും ഉൾപ്പെടുത്തിയിട്ടുണ്ട്. പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ

BN 100210005-I
Q.N.No. 1412



കേരളം കേരल KERALA

BU 804603

AGREEMENT

02

This agreement is made at Thiruvananthapuram on the 30th day of November Two Thousand and seventeen between Kerala Infrastructure and Technology for Education (KITE), Poojappura, Trivandrum which expression shall, wherever the context so permits and includes its successors and assigns) herein after referred as "KITE" of the one part, and ACS Technologies TC 15/1931 Near Ganapathy Temple Bakery-Vazhuthacaud Road, Vazhatacaud Trivandrum-14 with its registered office at Trivandrum represented by Shri/Smt Chandrakanth PI (Hereinafter referred to as "the supplier") of the other part.

Where as KITE has invited a tender vide tender number KITE/1001/2017-18 dated 31.08.2017 for the supply of hardware items as per the schedule given therein,

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

WHEREAS KITE has after tendering and evaluation of samples, accepted the rates including 5 year warranty for the supply and installation of hardware and accessories to schools And KITE has placed purchase order No KITE/ITS/1515/6/2017/108 Dated 23.11.2017 on the supplier.

Amey anoj



PO - 49238
28-11-17

Sobhanakumari

SASTHAMANGALAM
VENDOR
S. SOBHANAKUMARI

ACS Technologies, TVPM



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കേരളം കേരल KERALA

BU 804604

NOW THE AGREEMENT WITNESSETH AS FOLLOWS:

Rights and obligations:

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

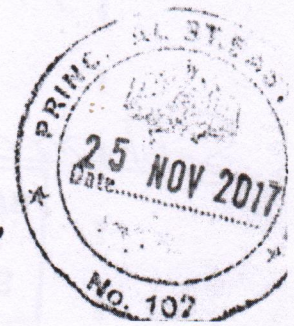
Obligations of KITE.

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

Handwritten signature: Anand K
Handwritten signature: S. Sobhanakumari

SASTHAMANGALAM
 VENDOR
S. SOBHANAKUMARI

NO = 49239.
 28-11-17
 TCS Technologies, ZPM



Obligations of supplier

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

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

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

Force Majeure

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

Arbitration

If a dispute of any kind whatsoever arises between the KITE and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction,

Arjun Singh



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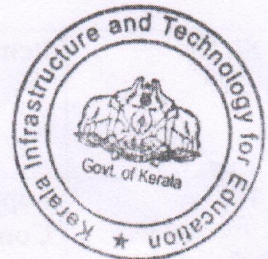
opinion, instruction, determination, certificate or valuation of the Vice Chairman and Executive Director or his nominee, the matter in dispute shall, in first place be referred to the Chairman of KITE. If the dispute is not settled between the supplier and KITE within 45 days, the dispute can be referred to an arbitrator with mutual consent who shall have powers conferred to him under the Arbitration and Conciliation Act, 1996 or supplier may approach the court in Trivandrum, after giving due notice to the Chairman of KITE.

IN WITNESS WHEREOF,

Vice Chairman and Executive Director, KITE, Poojappura, Trivandrum

Handwritten signature of K. Anvar Sadath

K. ANVAR SADATH
Vice Chairman & Executive Director
Kerala Infrastructure and Technology for Education
Government of Kerala



And

Shri Chandrakanth PT the supplier have hereunto set their hands

day and year shown against their respective signatures.

Signed by

Handwritten signature of Shri Chandrakanth PT

(date)

In the presence of witnesses:

1. *P.P. Jose, Adm. Officer*

Handwritten signature of P.P. Jose

2. *Rayeevan Chaladan*

Handwritten signature of Rayeevan Chaladan

Signed by Shri. Shri Chandrakanth PT

Handwritten signature of Shri Chandrakanth PT

(date) 30.11.2017

In the presence of witnesses:

1. Renchu Prasad

Handwritten signature of Renchu Prasad

2. Mercy V

Handwritten signature of Mercy V

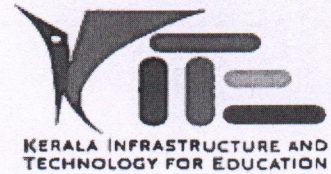


Handwritten signature and date: 30/11/2017

Bromozimwo - II
GN.No. 1412

Kerala Infrastructure and Technology for Education (KITE)

Office of the IT@School Project,
SCERT Building, Poojapura,
Thiruvananthapuram – 695 012,
Kerala State.
Tel: 0471-2529800, E-mail: pmu.it@itschool.gov.in
CIN:U74999KL2017NPL049848



PURCHASE ORDER

M/s. ACS Technologies TC 15/1931, Near Ganapathy Temple Bakery - Vazhuthacaud Road Trivandrum 695014, Kerala State	PO No	KITE/ITS/1515/11/2019/162
	Date	22-05-2019
	Ref No & date	Your bid against our e-tender No KITE/1021/2018-19 and revised price agreed vide e-mail dated 30-03-2019

Please supply the following items as per the details given below and as per the standard terms & conditions mentioned overleaf.

Bill To	Kerala Infrastructure and Technology for Education (KITE), Poojapura, Thiruvananthapuram-695 012	Ship To:	Delivery at the District Resource Centers of KITE
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Warranty Terms	Five year comprehensive on-site warranty
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Payment Terms:	Refer SI No 10 mentioned overleaf.
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Terms of Price:	F.O.R Destination	Taxes:	As mentioned below.
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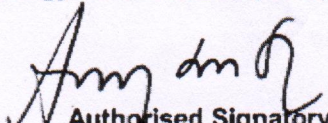
SI No.	Product description	Unit	Qty	Unit rate (Rs)	Amount (Rs)
1	<p>Multi-Function Printer – Mono laser, Model Canon MF 232W, Type: Printer/Copier/Scanner Minimum Specification:-</p> <p>Paper handling A4, Letter, Paper capacity 250 sheets + 1 sheet manual tray, LCD Display, Memory size 256 MB. Duty Life Cycle: 15,000 pages per month</p> <p>Printer Print Speed 23 PPM or above, Resolution 600 x 600 dpi</p> <p>Copier Resolution (Copier) 600 x 600 dpi Reduction/Enlargement 25% - 400%</p> <p>Scanner Scan: Color, Grayscale, Monochrome, Scan resolution Minimum 600x600 dpi, Scan type: Flatbed, Scan to PC Facility Required, Scan Formats: PDF, JPEG, JPG, Interfaces local: Hi-Speed USB 2.0, Network: 10-Base-T/100 Base-TX Ethernet, Sharing facilities: Network printer sharing, network scanner sharing</p> <p>OS Compatibility : IT @School Edubuntu 18.04</p> <p>Cartridge: Pinter should be supplied with toner for printing minimum 1500 pages at the rate 5% coverage</p> <p>Accessories: Driver CD suitable for IT @School Edubuntu 18.04, Power cord suitable for Indian 3 Pin socket, Data cable. Sticker as per the design given by KITE shall be pasted on top side of the all Printers.</p> <p style="text-align: right;">Add GST @18%</p>	Nos	1910	12,000.00	2,29,20,000.00
					41,25,600.00

Total Value Rs. 2,70,45,600.00

Delivery Schedule:	Refer SI No 3 mentioned overleaf
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For Kerala Infrastructure and Technology for Education (KITE)

Our GST No. 32AAGCK6902Q1Z7


 Authorised Signatory
