

15 -ാം കേരള നിയമസഭ

8 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 5737

16-03-2023 - ൽ മറുപടിയ്ക്ക്

ഇ-ഹെൽത്ത് പദ്ധതിക്കുവേണ്ടി വാങ്ങിയ കമ്പ്യൂട്ടർ ടാബ്ലറ്റുകൾ

ചോദ്യം	ഉത്തരം
<p align="center">ശ്രീ. ഷാഫി പറമ്പിൽ</p>	<p align="center">ശ്രീമതി വീണാ ജോർജ്ജ് (ആരോഗ്യ വനിത-ശിശുവികസന വകുപ്പ് മന്ത്രി)</p>
<p>(എ) ഇ-ഹെൽത്ത് പദ്ധതിക്കുവേണ്ടി വാങ്ങിയ കമ്പ്യൂട്ടർ ടാബ്ലറ്റുകളിൽ പകുതിയും കേടായി നശിച്ചു നിലയിലാണ് എന്നത് വസ്തുതയാണോ;</p>	<p>(എ) 2016-2017 കാലയളവിൽ വാങ്ങി വിവിധ ജില്ലകളിലെ ജൂനിയർ ഹെൽത്ത് ഇൻസ്പെക്ടർ (JHI), ജൂനിയർ പബ്ലിക് ഹെൽത്ത് നഴ്സ് (JPHN) എന്നിവർക്ക് അതാത് ജില്ലകളിലെ ജില്ലാ മെഡിക്കൽ ഓഫീസർ(DMO) മുഖാന്തിരം വിതരണം ചെയ്തിട്ടുള്ള 9387 ടാബ്ലറ്റുകളുടെ നിലവിലെ സ്ഥിതി ടാബ് ഓഡിറ്റ് റിപ്പോർട്ട് പ്രകാരം വിലയിരുത്തിയതിൽ 4455 ടാബ്ലറ്റുകൾ പ്രവർത്തന ക്ഷമമായിട്ടുള്ളതാണെന്നും 4404 ടാബ്ലറ്റുകൾ ഹാർഡ് വെയർ തകരാറിലായതായും 23 ടാബുകൾ നഷ്ടപ്പെട്ടതായും 372 ടാബ് ലെറ്റുകൾക്ക് ഫിസിക്കൽ കേടുപാടുകൾ സംഭവിച്ചതായും കണ്ടെത്തിയിട്ടുണ്ട്. 133 ടാബ്ലറ്റുകളുടെ പ്രവർത്തനക്ഷമത ടാബ് റിപ്പോർട്ട് പ്രകാരം വിലയിരുത്താൻ കഴിഞ്ഞിട്ടില്ല. ടി ടാബുകളുടെ നിലവിലെ സ്ഥിതി ബന്ധപ്പെട്ട ജില്ലാ മെഡിക്കൽ ഓഫീസർമാരിൽ നിന്നും ലഭ്യമാക്കുന്നതിനുള്ള നടപടി സ്വീകരിച്ചു വരുന്നു. 113 ടാബ്ലറ്റുകൾ പബ്ലിക് ഹെൽത്ത് ഹാൻഡ് ഹോൾഡിങ് ട്രെയിനിങ്, അടിയന്തര സാഹചര്യങ്ങളിൽ സ്പെയർ, മറ്റ് വിവിധതരം ആരോഗ്യ സർവ്വേ എന്നിവയ്ക്കായി ഇ ഹെൽത്ത് പ്രൊജക്ട് മാനേജ്മെന്റ് യൂണിറ്റിൽ ഉപയോഗിച്ച് വരുന്നു. ടാബ്ലറ്റുകൾ നിശ്ചിത വാറണ്ടി കാലാവധി പൂർത്തിയാക്കിയതിനാലും തുടർ സർവ്വീസ്, ഹാർഡ് വെയർ പാർട്ടുകളുടെ ലഭ്യമില്ലായ്മ എന്നീ കാരണങ്ങളാലും നന്നാക്കാൻ കഴിയാത്ത സാഹചര്യം നിലവിലുണ്ട്. ടി ടാബ്ലറ്റുകൾ ഉപയോഗിച്ച് 2.59 കോടി ജനങ്ങളുടെ പ്രാഥമിക വിവര ശേഖരണം നടത്തിയിട്ടുണ്ട്.</p>
<p>(ബി) പ്രസ്തുത പദ്ധതിക്കുവേണ്ടി സ്വകാര്യ കമ്പനിയിൽ നിന്നും കമ്പ്യൂട്ടർ ടാബ്ലറ്റുകൾ വാങ്ങിയ കരാറിൽ</p>	<p>(ബി) ടോട്ടൽ സർവ്വീസ് പ്രൊവൈഡറായ കെൽടോൺ മുഖേന ടെൻഡർ നടപടികൾക്ക് വിധേയമായാണ് Geeta Monitors Pvt Ltd ൽ നിന്ന് ടാബ്ലറ്റുകൾ</p>

	<p>ഉപയോഗ ശൂന്യമായ ടാബ്‌ലറ്റുകളുടെ അറ്റകുറ്റപ്പണി നിഷ്കർഷിക്കുന്നുണ്ടോ;</p>	<p>വാങ്ങിയിട്ടുള്ളത്. 3 വർഷത്തെ അറ്റകുറ്റപ്പണികൾക്കാണ് ടെണ്ടറിൽ വ്യവസ്ഥ ചെയ്തിട്ടുള്ളത്. സാധാരണ നിലയിൽ ടാബ്‌ലറ്റുകൾക്ക് ഒരു വർഷ വാറണ്ടിയാണ് കമ്പനികൾ നൽകുന്നത്. എന്നാൽ ഇ-ഹെൽത്തിന് വേണ്ടി മൂന്ന് വർഷ വാറണ്ടിയിലാണ് ടാബ്‌ലറ്റുകൾ വാങ്ങിയിട്ടുള്ളത്. ടെൻഡറിന് അനുബന്ധമായി കെൽടോണം Geeta Monitors Pvt Ltd ഉം ഏർപ്പെട്ടിട്ടുള്ള കരാറിൽ വിവിധ കരാർ ലംഘനത്തിന് നഷ്ട പരിഹാരങ്ങൾ നിഷ്കർഷിച്ചിട്ടുണ്ട്. ടെൻഡറിന്റെ പകർപ്പ് അനുബന്ധം I ആയും കരാറിന്റെ പകർപ്പ് അനുബന്ധം II ആയി ചേർക്കുന്നു.</p>
<p>(സി)</p>	<p>ഇ-ഹെൽത്ത് പദ്ധതിക്കുവേണ്ടി വാങ്ങിയ കമ്പ്യൂട്ടർ ടാബ്‌ലറ്റുകളുടെ ഓഡിറ്റ് നടത്തിയിട്ടുണ്ടോ; എങ്കിൽ അതിലെ പ്രധാനപ്പെട്ട കണ്ടെത്തലുകൾ എന്തൊക്കെയാണെന്ന് വിശദമാക്കാമോ?</p>	<p>(സി) 2016 -2017 കാലയളവിൽ വാങ്ങി വിവിധ ജില്ലകളിലെ ജൂനിയർ ഹെൽത്ത് ഇൻസ്പെക്ടർ (JHI), ജൂനിയർ പബ്ലിക് ഹെൽത്ത് നഴ്സ് (JPHN) എന്നിവർക്ക് അതാത് ജില്ലകളിലെ ജില്ലാ മെഡിക്കൽ ഓഫീസർ (DMO) മുഖാന്തിരം വിതരണം ചെയ്തിട്ടുള്ള 9387 ടാബ്‌ലറ്റുകളുടെ നിലവിലെ സ്ഥിതി ടാബ് ഓഡിറ്റ് റിപ്പോർട്ട് പ്രകാരം വിലയിരുത്തിയതിൽ 4455 ടാബ്‌ലറ്റുകൾ പ്രവർത്തന ക്ഷമമായിട്ടുള്ളതാണെന്നും 4404 ടാബ്‌ലറ്റുകൾ ഹാർഡ് വെയർ തകരാറിലായതായും 23 ടാബ്‌ലറ്റുകൾ നഷ്ടപ്പെട്ടതായും 372 ടാബ്‌ലറ്റുകൾക്ക് ഫിസിക്കൽ കേടുപാടുകൾ സംഭവിച്ചതായും കണ്ടെത്തിയിട്ടുണ്ട്. 133 ടാബ്‌ലറ്റുകളുടെ പ്രവർത്തന ക്ഷമത ടാബ് റിപ്പോർട്ട് പ്രകാരം വിലയിരുത്താൻ കഴിഞ്ഞിട്ടില്ല. ടി ടാബ്‌ലറ്റുകളുടെ നിലവിലെ സ്ഥിതി ബന്ധപ്പെട്ട ജില്ലാ മെഡിക്കൽ ഓഫീസർമാരിൽ നിന്നും ലഭ്യമാക്കുന്നതിനുള്ള നടപടി സ്വീകരിച്ചു വരുന്നു. 113 ടാബ്‌ലറ്റുകൾ പബ്ലിക് ഹെൽത്ത് ഹാൻഡ് ഹോൾഡിങ്ങ് ട്രെയിനിങ്ങ്, അടിയന്തര സാഹചര്യങ്ങളിൽ സ്പെയർ, മറ്റ് വിവിധതരം ആരോഗ്യ സർവ്വേ എന്നിവയ്ക്കായി ഇ ഹെൽത്ത് പ്രൊജക്ട് മാനേജ്മെന്റ് യൂണിറ്റിൽ ഉപയോഗിച്ച് വരുന്നു. ടാബ്‌ലറ്റുകൾ നിശ്ചിത വാറണ്ടി കാലാവധി പൂർത്തിയാക്കിയതിനാലും തുടർ സർവ്വീസ്, ഹാർഡ് വെയർ പാർട്ടുകളുടെ ലഭ്യമില്ലായ്മ എന്നീ കാരണങ്ങളാലും നന്നാക്കാൻ കഴിയാത്ത സാഹചര്യം നിലവിലുണ്ട്. ടി ടാബ്‌ലറ്റുകൾ ഉപയോഗിച്ച് 2.59 കോടി ജനങ്ങളുടെ പ്രാഥമിക വിവര ശേഖരണം നടത്തിയിട്ടുണ്ട്. കേടായ ടാബ്‌ലറ്റുകളുടെ കാലാവധി 6 വർഷത്തിലധികമാകയാൽ ടാബ്‌ലറ്റുകൾ പ്രവർത്തന ക്ഷമമാകുന്നത് സാധ്യമല്ലാത്തതിനാലും,</p>

പകരം പുതിയ **ടാബ്ലറ്റുകൾ** വാങ്ങുന്നത് മൂലമുള്ള സാമ്പത്തിക ബാധ്യത കുറയ്ക്കുന്നതിനും, BYOD (Bring Your Own Device) മാതൃകയിൽ പൊതുജനാരോഗ്യ വിവര ശേഖരണം കാര്യക്ഷമാക്കുന്നതിനായി മൊബൈൽ ആപ്ലിക്കേഷൻ വികസിപ്പിക്കുന്നതിനായുള്ള തുടർ നടപടികൾ സ്വീകരിച്ച് വരുന്നു.

സെക്ഷൻ ഓഫീസർ

TENDER DOCUMENT

(e-Procurement – two part tender)

Tender No : KSEDC/ITBG/ITP/9028 dated 18-10-2016

Title – Supply & Installation of Tablet PC's for e-health



KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

(A Government of Kerala Undertaking)

Keltron House, Vellayambalam, Thiruvananthapuram-695033, Kerala

Tel: 0471-2729126 Fax:0471-2724545

email : itpurchase@keltron.org

THIRUVANANTHAPURAM

A handwritten signature in black ink, appearing to read 'Sameera M'.

**SAMEERA M
MANAGER & HEAD (PURCHASE)
IT BUSINESS GROUP
KELTRON, VELLAYAMBALAM
THIRUVANANTHAPURAM - 695 033**

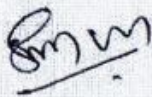
TENDER DOCUMENT

Tender No: **KSEDC/ITBG/ITP/9028** dated 18-10-2016

Kerala State Electronics Development Corporation Limited (Herein as referred to as KELTRON) invites e-tenders from Original Equipment Manufacturers or their Distributors/Dealers for **Supply of 8000Nos of Tablet PC's for e-health** as per the schedule of requirements given in the BOQ, meeting the technical specifications, on rate contract basis for a period of one year, subject to the terms and conditions mentioned below:

Terms and conditions:

1. **Tender fee of 25000/- & EMD Rs 5,00,000/-** shall be remitted by online mode.
2. Item offered must be on rate contract basis, standard, branded make & proven product, withstand all weather conditions including the environmental conditions of coastal area, and already available in the market. Offered rates and items should be available throughout the rate contract period, valid for 1 year.
3. Tender Documents shall be available only on the Internet and shall not be available for sales elsewhere.
4. The quotation shall be valid up to 1 year.
5. Warranty shall be 3 year onsite and OEM shall ensure spares and services during this period.
6. Supply, delivery and Installation are the major criteria. Those who can make supply, Installation and Commissioning within 2 weeks after placement of LOI or Purchase Order will be considered. Installation and Commissioning within 3 days after supply of materials shall be ensured. Slippage if any in supply, Installation and Commissioning will lead to cancellation of the Purchase Order and forfeiting of EMD.
7. The price quoted should be on **FOR Destination** basis, inclusive of Packing, forwarding, freight & insurance and all other charges.
8. The price quoted should be kept valid throughout the rate contract period.
9. The prevailing taxes shall be included in the RC; however the taxes & duties at the time of billing will be applicable. Prevailing rate of taxes shall be mentioned separately in the Pdf format as per the Annexure – 9 in the commercial bid
10. The Billing should be done from Kerala in Form 8 / 8A to avail the VAT credit
11. The Payment: 90% Back to Back after successful supply and Installation and 10% upon the submission of Bank Guarantee valid for 40 months
12. 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.
13. The prices under the rate contract shall be subject to price fall clause. If the bidder quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the rate contract, the rate contract shall be automatically reduce with effect from the date of reducing or quoting lower price under the rate contract and the rate contract shall be amended accordingly.



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MANAGER & HEAD (PURCHASE)
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KELTRON, VELLAYAMBALAM
THIRUVANANTHAPURAM - 695 033

14. If the procuring entity does not procure any subject matter of procurement specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
15. The hardware items are to be delivered to various hospitals under e-health department, throughout the state. Details of the Supply destinations will be provided along with the Purchase order.
16. Tender fee/ EMD shall be remitted using online payment features of e-Procurement system of Kerala. In tender document, only NEFT is mentioned whereas bidders can utilize SBT internet banking and RTGS mode (if the amount qualifies for RTGS payment)
17. All back to back terms of the customer from time to time will be applicable to the supplier.
18. PO shall be released only after the receipt of customer order
19. The quantity mentioned in Annexure -7 is Tentative and it may vary according to the customer requirements.
20. Vendor has to accept all terms & conditions in full. Any deviation likely to lead for rejection of the bid.
21. List of locations for supply of Tablets will be all over Kerala.

1. **Important Dates & Time:**

Tender Notification KSEDC/ITBG/ITP/9028	18/10/2016		http://etenders.kerala.gov.in/nicgep/a pp
Uploading of e-bid (both Envelope 1 and 2)&	28/10/2016	15:00Hrs	Tender should be submitted online at etenders.kerala.gov.in"
Opening of prequalification cum Technical Bid	01/11/2016	15:00 Hrs	
Opening of Commercial Bid	Will be intimated later		

1 PREPARATION OF BIDS - DOCUMENTS COMPRISING THE BID

Evaluation of the Proposal will be done in two stages.

1. Pre-Qualification & Technical
2. Financial

The Financial Proposal of only those bidders will be evaluated who meet the minimum pre-qualification criteria, technical criteria and submit the EMD and tender fee.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the

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Committee. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

KELTRON reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The successful bidder will be selected on the Lowest Total Financial Quote (L1) basis for the overall quantity in the BOQ comparative chart as generated by the e tender system where the bidder having the Lowest Total Financial Quote amongst the bidders shortlisted for financial proposal evaluation shall be treated as the Successful Bidder.

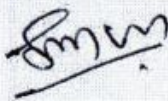
1.1 The bid shall be in two parts as follows:

“Cover 1”: PRE-QUALIFICATION CUM TECHNICAL BID

“Cover 2”: COMMERCIAL BID EVALUATION OF PROPOSALS

The Cover 1 shall contain:

- (i) Bidder Information Letter in Bidder's Original Letter Head in the Format listed as Annexure-1.
- (ii) Bid Form in the Format listed as Annexure-2.
- (iii) Status of Bidder: If the bidder is the OEM, provide the documentary proof. If bidder is a Distributor/Dealer, Authorization letter from OEM for submitting the quotation against this tender shall be provided.
- (iv) Compliance statement of the items offered as per Annexure 3.
- (v) Detailed Specification of the items offered with onsite Installation, warranty & maintenance support details as per Annexure 4.
- (vi) Turn over details- Turn over shall be a minimum of 10 Cr. during any of the past 3-year. Proof to be attached.
- (vii) Proof of Office & List of Service centers in Kerala with full address and contact details.
- (viii) OEM authorized signatory shall issue specific undertaking letter taking responsibility of Supply, Installation, Commissioning and After sales support within the warranty period, ensuring Spares and Services within the warranty period.
- (ix) Documentary proof to support OEM Eligibility Criteria for successful execution of similar orders.
- (x) Bidder/OEM shall have proof of document that they have done business consistently in Kerala for last three years.
- (xi) Letter of undertaking as per Annexure -8
- (xii) Copy of Certificates of incorporation and VAT/ CST where his business is located
- (xiii) Copy of Income Tax / PAN number
- (xiv) Documentary proof / Undertaking to start office in three months time
- (xv) Proof of Vendor not has been blacklisted by any of the Government entities under state / central government.



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1.2 The Cover 2 shall contain:

- (i) Commercial Bid for the Schedule of Items quoted in the prescribed format (BOQ).
- (ii) Price break up as per Annexure -9

2 BID SUBMISSION

2.1 The bidder shall submit the above tender document online in PDF/xls/rar/dwf 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.

2.2 BID PRICES

a. Prices in the Commercial bid format shall be entered in the following manner:

The unit price including all applicable taxes and warranty of the Item in Rs. shall be entered in the respective cell of the BOQ sheet. **The billing should be done from Kerala to avail the KVAT Credit.**

b. All expenses incurring towards the delivery of the item at destination including unloading charges has to be borne by the bidder and shall be included in quoted price.

3 RIGHT TO ACCEPT OR REJECT THE TENDERS

3.1 The right to accept the tender in full or in part/parts will rest with KELTRON.

3.2 Tenders not accompanied with prescribed information or incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.

3.3 KELTRON reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.

3.4 If the bidder gives wrong information in his tender, KELTRON reserves the right to reject such tender at any stage or to cancel the contract.

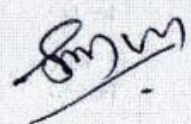
3.5 KELTRON reserves the right to reject the bid of parties who have failed to provide adequate after sales support for the products supplied against earlier orders of ITBG.

4 ISSUE OF LETTER OF INDENT / SUPPLY ORDER

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

4.2 The issue of a Letter of Indent /Purchase order shall constitute the intention of Buyer to enter into the contract with the bidder.

4.3 The contractor shall execute an Agreement in prescribed format as mentioned in Annexure-6, with the buyer within 3 days of issuance of letter of Intent /Purchase Order



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4.4 The contractor shall furnish security deposit in the form of Bank Guarantee as per Annexure-5, for an amount equivalent to 10% of the contract value and the validity of the BG shall be for a period of 40 months. The same shall be submitted along with the Agreement. Contractor can deposit the amount in KELTRON. 10% amount will be retained in KELTRON if the Contractor fails to submit BG or deposit in KELTRON

5 PERFORMANCE BANK GUARANTEE.

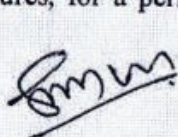
- 5.1 The Security Deposit above will be considered as an unqualified Contract Performance Guarantee (in lieu of Contract Performance Security of the value equivalent to 10% of the total price to KELTRON)
- 5.2 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee.
- 5.3 The hardware items supplied under this contract shall be free from all defects / bugs and upon notice from KELTRON/ customer, the successful bidder shall fully remedy, free of expenses to KELTRON, all such defects / bugs as developed under the normal use of the said equipments within the period of guarantee/Warranty/ Extended Warranty.
- 5.4 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
- 5.5 The bidder as per operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation, configuration & commissioning of Tablets. The successful bidder will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during guarantee period, the successful bidder will rectify all defects in-line with SLA terms.
- 5.6 The penalty calculated in subject to a maximum value equal to the 10% of the total value of the order can be imposed in case of delay in rectification of the problem, as per the details mentioned in Annexure 6. The acceptance of valid reasons for non-compliance to clause #5.2 and clause # 5.4 above shall rest with the Buyer and the decision with regard to imposition of the penalty shall be final. The penalty amount will be recovered from the next payment due to the supplier or by en-cashing the Bank Guarantee. The Bank Guarantee will be returned only after settling all the penalty amounts.

Penalty based on criticality of equipments is proposed below,

Equipment Type	Response Time	Resolution Time	Penalty Amount	Penalty Calculation
Tablet PC's	15 Min	24 Hrs	Rs 100	For every 12 hours after the resolution time or part of it.

6 WARRANTY

All hardware items shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, for a period of 3 years from the date of Keltron's Invoice to its



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customer or 40 months from the date of delivery by the supplier, whichever is earlier. The bidder shall attend to and repair or replace the defect/bugs/non-performance of the equipments / services detected or reported to the bidder by the buyer during the period of warranty, free of any additional cost to the buyer. However, warranty coverage is exempted for damages of equipments due to natural calamities/mishandling /any other act of God.

7 COMPENSATION FOR DELAY

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

8 EVALUATION OF PRE-QUALIFICATION PROPOSAL

For the evaluation of Pre-qualification Proposal, the documentation furnished by the Bidder will be examined to check if all the eligibility requirements.

Pre-Qualification Criteria		
1	Bidder should be, a Company registered In India	Copy of valid Registration Certificates/ Copy of Certificates of incorporation
2	Turn over shall be a minimum of 10 Cr. during any of the past 3 years.	CA Certified Balance sheet Proof to be attached.
3	The bidder should have a registered number of i. VAT/ CST where his business is located ii. Income Tax / PAN number.	Copies of relevant certificates of registration
4	Should have executed a project of similar nature in the last three years with order value of 50 Lakhs	Copy of work order
5	Should have an office in Kerala or ready to set up an office within three months of issuance or work order	Documentary proof / Undertaking to start office in three months time
6	Should not have been blacklisted by any of the Government entities under state / central government.	Self certificate

9 PAYMENT TERMS

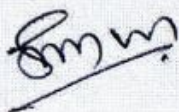
Payment Terms	
On Delivery, installation and acceptance	90% Back to Back after successful supply and Installation
Remaining 10% against submission of Performance Bank Guarantee	

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10 CONTRADICTION

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

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Bidder Information Letter(To be submitted in Letter Head)

To

Date

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

Sir,

Refer: Tender No KSEDC/ITBG/ITP/9028

With reference to the above tender, we hereby submitting our offer for the supply of items /equipments.

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

1. We, undersigned, offer to supply the hardware items and execute all works in conformity with tender specifications referred above and also to the said terms & conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. We undertake, if our Bid is accepted, to complete delivery of Item specified in the contract within 2 weeks from the date of issue of your purchase order.
3. We agree to abide by this Bid up to 1 year 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. We affirm that we have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by us.
6. Item offered must be standard, branded make & proven product, withstand all weather conditions including the environmental conditions of costal area, and already available in the market.

Signature with Seal



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BID FORM
(To be submitted in Letter Head)

To
Head-Purchase,
IT Business Group,
KELTRON, Keltron House,
Vellayambalam,
Thiruvananthapuram-33
Sub: Bid Form

Ref. Tender No. KSEDC/ITBG/ITP/9028

Dear Sir,

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

KVAT Registration Number.

PAN Number.

Dated thisday of..... 2016

Signature of

In capacity of

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

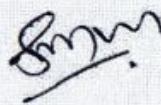
Witness 1. -----

Signature

Witness 2. -----

Signature

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IT BUSINESS GROUP
KELTRON, VELLAYAMBALAM
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ANNEXURE-3

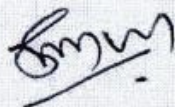
Tender No. KSEDC/ITBG/ITP/9028

Compliance Statement

No.	Name & Model No. of product offered	Specification as per tender	Specification of the item offered	Variation	Cross reference to attached brochures/documents

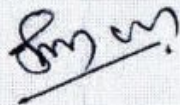
Name of Company

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Detailed Technical Specifications**➤ Specification of Tablet PC's**

<u>Sl No</u>	<u>Feature</u>	<u>Details</u>
1	Processor	1.2 Ghz or above ; Quad Core Processor or higher
2	Memory RAM	2 GB or higher
3	Internal Storage	16 GB or higher
4	Memory Card Option	External SD Card slot capable of supporting minimum of 32GB or higher
5	Integrated Camera	Rear Camera of 8 Mega Pixel HD or better
6	Display & resolution	(10 +/- 0.5) inch i.e. inclusive of 9.5" and 10.5" , 1280 x 800 or higher
7	Display protection	Fitted with Tempered Glass and pre-installed before delivery
8	Touch	Capacitive Touchscreen
9	Connectivity	WiFi802.11a/b/g/n/, 4G,3G, GSM/EDGE
10	GPU	MALI / Adreno / SGX544 based GPU / Intel HD Graphics/Nvidia
11	GPS	Yes
12	Gyroscope	Yes
13	Operating System	Android 4.4 or above (Should be upgradable)
14	Power Supply	230V, 50 Hz AC Supply. Suitable charger shall be supplied. will be tested and verified
15	Battery	Rechargeable and easily Replaceable battery pack suitable with 8 hours HD video playback or higher. Sample will be tested and verified
16	Weight	Less than 900 grams with battery
17	Phone Feature	Calling option is not desirable
18	Language Support	English, Malayalam, Hindi, Tamil & Kannada
19	Cover	Rugged Flip Case with holder support
20	Manageability	Should be manageable centrally through MDM provided by eHealth
21	Official Launch Date	Shall be later than June 2015
	Warranty	3 Years including accidental damage
Note: Companies have to submit sample pieces to eHealth PMU for technical evaluation which can be returned after bidder selection. L1's model will be retained at eHealth PMU		



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PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

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

Ref: Tender No. **KSEDC/ITBG/ITP/9028**

Bank Guarantee No : _____

Date : _____

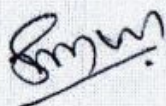
To

Kerala State Electronics Development Corporation Limited
 Keltron House, Vellayambalam,
 Thiruvananthapuram – 33

Dear Sirs,

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by



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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 _____ 2016 at _____

Signature _____ Signature _____

Name _____ (Bank's Rubber Stamp)

Official address _____ Name _____

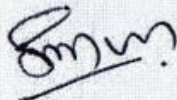
Designation with Bank Stamp

Attorney as per Power of

Attorney No. _____

Date _____

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On Rs. 200/- Non Judicial Stamp PaperAGREEMENT

This agreement is made at Thiruvananthapuram on theday of Two Thousand and Sixteen 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.

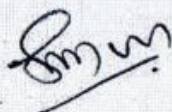
Whereas KELTRON has invited a tender vide tender number. KSEDC/ITBG/ITP/9028 dated 18/10/16 for the supply of hardware items as per the schedule given therein

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

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

1. The Supplier hereby declares that the goods sold to KELTRON 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 of forty months from the date of delivery of the said goods to KELTRON and that notwithstanding the fact that KELTRON may have inspected or approved the said goods, if during the aforesaid period of forty months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the KELTRON in that behalf will be final and conclusive) KELTRON 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 herein 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 KELTRON such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of KELTRON in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered except where KELTRON 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 KELTRON in writing.



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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, KELTRON are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If KELTRON incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by KELTRON 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.

(b) If the Supplier fails to deliver 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, a sum equivalent to 1% of the delivered price for the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

6. All payments to the Supplier for supplies effected satisfactorily will be made after scrutiny of Invoices. The firms shall produce Original Invoice in Form No. 8/8A, Delivery Challans & Installation Certificates duly acknowledged by the customer within 15 days after the successful installation.

7. 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. 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.

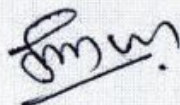
8. NOTWITHSTANDING the provisions contained in clause 6, the KELTRON shall have the right to cancel the contract for any default on the part of Supplier in due performance thereof.

9. It shall be lawful for KELTRON from and out of any money for the time being payable or due to the Supplier from KELTRON under this contract or otherwise to set off any loss or expense, cost or damages, sustained or incurred by KELTRON by reason of the cancellation of the contract.

10. 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 in this deed.

11. 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.

12. In case the supply of articles involves erection of machinery the Supplier agrees that the machinery will be erected within the time and at the place specified by KELTRON in the behalf. It shall also be the duty and responsibility of the Supplier to see that the machinery thus, erected is in good working condition to the satisfaction the person duly authorized by KELTRON in that behalf and to ensure the



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proper functioning of the machinery till the guarantee period is over. In the event of the failure of the contractor to erect the machinery within the time and at the place specified by KELTRON or in the event of the machinery failing to function properly during the guarantee period, the amount spent by KELTRON and the loss sustained by the KELTRON on this account by making alternative arrangements shall be recoverable from the supplier in the manner provided in clause 14 hereunder.

13. The Supplier agrees that all sums found due to KELTRON 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 KELTRON may deem fit. In deciding what sum of money is due KELTRON under by virtue of this deed, the Supplier agrees that the decision of KELTRON shall be final and conclusive and shall be binding on the Supplier.

14. Service Level Agreement:

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

Equipment Type	Response Time	Resolution Time	Penalty Amount	Penalty Calculation
Tablet PC's	15 Min	24 Hrs	Rs 100	For every 12 hours after the resolution time or part of it.

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 centre.

A service centre 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 Trivandrum.

IN WITNESS WHERE OF the Supplier and Shri.....

.....
(Name and designation) for and on behalf of KELTRON have hereunto set their hands

Signed, sealed and delivered by

(Supplier) Signature with Seal

In the Presence of witness

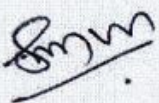
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Signed, sealed and delivered by

In the Presence of witness

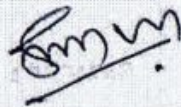
SAMEERA M
MANAGER & HEAD (PURCHASE)
IT BUSINESS GROUP
KELTRON, VEILAYAMBALAM
THIRUVANANTHAPURAM - 695 033



Quantity Required:

Sl.No	Hardware Item	Qty Required
<u>1</u>	<u>Tablet PC's</u>	<u>8000</u>

SAMEERA M
MANAGER & HEAD (PURCHASE)
IT BUSINESS GROUP
KELTRON, VELLAYAMBALAM
THIRUVANANTHAPURAM - 695 033



**Undertaking on the financial bid
(To be submitted in Letter Head)**

To

Date

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

Sir,

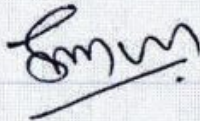
Refer: Tender No KSEDC/ITBG/ITP/9028

With reference to the above tender, we hereby submit our undertaking for the Supply and Installation of items /equipments.

1. I/We read and agree to all points given in this undertaking.
2. I/We confirm that Mr/Ms is an authorized personnel to sign the tender document on behalf of <.... Full company Name ... >
3. Unit price quoted in the BOQ includes the basic price and all applicable taxes at prevailing rates.
4. L1 will be computed as the total price (number of units * unit price including all applicable taxes) as given in the BOQ.
5. Price details in pdf format with basic price, Service Tax, VAT and any other taxes (if applicable) shall be uploaded along with the financial bid in pdf format as an attachment. This should match with the price details given in the BOQ. In case if the tax component mentioned in price details is exceeding the prevailing rates, then eHealth/Keltron shall have the right to deduct the amount while making payment. In case if the tax component mentioned in the price details is less than the prevailing rates, then any additional liability towards tax shall be borne by the bidder without any additional price overheads to e-Health/Keltron.

Signature with seal
Name and contact no:

SAMEERA M
MANAGER & HEAD (PURCHASE)
IT BUSINESS GROUP
KELTRON, VELLAYAMBALAM
THIRUVANANTHAPURAM - 695 033



Annexure-9

Sl. No.	Item Description	Quantity	Price details per Unit					Total Price (Unit Price * Quantity)
			Basic Price including 3 Yr Warranty	VAT	Service Tax	Any Other Taxes	Unit Price	
1	Tablet PC's	8000						

SAMEERA M
 MANAGER & HEAD (PURCHASE)
 IT BUSINESS GROUP
 KELTRON, VELLAYAMBALAM
 THIRUVANANTHAPURAM -695 033

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ANNEXURE-6

14/12/2016

AGREEMENT

This agreement is made at Thiruvananthapuram on the December day of 14th Two Thousand and Sixteen between Kerala State Electronics Development Corporation, a company registered under Companies Act 1956 with CIN-U74999KL1972SGC002450 and having its registered office at Keltron House, Vellayambalam, Trivandrum-695 033 and represented by Manager Purchase, 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 M/S GEETA MONITORS PVT LTD , a company registered under Companies Act 1956 with CIN-U31900KA1985PTC007050 and having its registered office at ERANAKULAM represented by Shri Rajeeshkumar GS ,No 41/1233B1,New No 66/847,GYM Complex,CP U

mmer Road, Cochin 682035 (Hereinafter referred to as "the supplier") of the other part.

WHEREAS KELTRON has invited a tender vide tender number. KSEDC/ITBG/ITP/9028 dated 18/10/16 for the supply of hardware items as per the schedule given therein

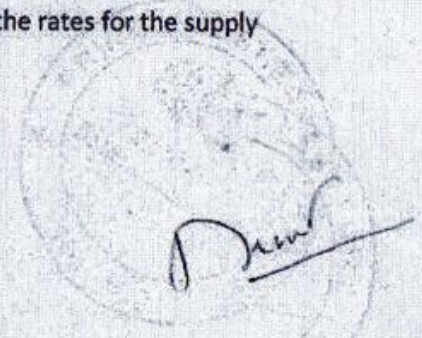
WHEREAS the supplier herein above has submitted specific proposals in response to the above tender to undertake the supply and installation of hardware and accessories after tendering process, sample approval and price clearance

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

For GEETA MONITORS PVT. LTD.

Rajeshkumar GS

Branch Manager / Director





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1. The Supplier hereby declares that the goods sold to KELTRON 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 of forty months from the date of delivery of the said goods to KELTRON and that notwithstanding the fact that KELTRON may have inspected or approved the said goods, if during the aforesaid period of forty months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the KELTRON in that behalf will be final and conclusive) KELTRON 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 cost 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 the goods, or such portion thereof as is rejected by the KELTRON. Otherwise the supplier shall pay to KELTRON such cost of damages as may be claimed by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of KELTRON in that behalf under this contract or otherwise.

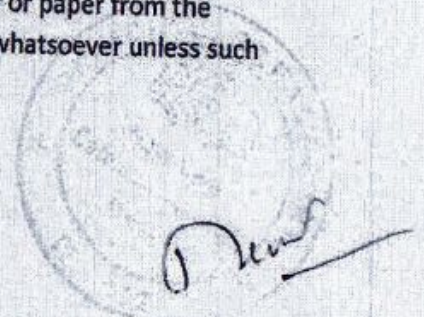
2. The supplier shall furnish a sum of Rs. 1.2 crores to KELTRON towards interest free bank guarantee.

3. Requests for enhancement of rates once accepted will not be considered except where KELTRON 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 binding on KELTRON in any manner whatsoever unless such terms have been expressly accepted by KELTRON in writing.

GEETA MONITORS PVT. LTD.

[Handwritten Signature]

Branch Manager / Director



4. 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 quoted by him for each article within four weeks from the date of receipt of the Purchase order.

5. The supplier understands and agrees that time is the essence of this contract.

6. If the supplier defaults in the due supply of all or any of the articles correctly and promptly as above, KELTRON are at liberty to procure the same from elsewhere without cancelling the contract as a whole.

If KELTRON incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by KELTRON 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 from KELTRON.

(b) If the Supplier fails to deliver all or any of the item or perform the service within the time/period specified in the contract, the KELTRON shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 1% of the delivered price for the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores or services. Once the maximum is reached, KELTRON may consider termination of the contract at the risk and cost of the supplier.

7. All payments to the Supplier for supplies effected satisfactorily will be made after scrutiny of Invoices


.The supplier shall produce Original Invoice in Form No. 8/8A, Delivery Challans & Installation Certificates duly acknowledged by the customer within 15 days after 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. KELTRON shall have absolute power to refuse such requests from the supplier 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 assign is given by the KELTRON .

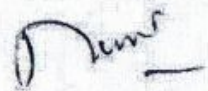
9. NOTWITHSTANDING the provisions contained in clause 6, KELTRON shall have the right to cancel the contract for any default on the part of Supplier in due performance thereof.

10. It shall be lawful for KELTRON from and out of any money for the time being payable or due to the Supplier from KELTRON under this contract or otherwise to set off any loss or expense, cost or damages, sustained or incurred by KELTRON by reason of the cancellation of the contract.

For GEETA MONITORS PVT. LTD.


Branch Manager / Director.





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 bank guarantee 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 bank guarantee will be released only after the expiry of the guarantee period.

13. In case the supply of articles involves erection of machinery the Supplier agrees that the machinery will be erected within the time and at the place specified by KELTRON in the behalf. It shall also be the duty and responsibility of the Supplier to see that the machinery thus, erected is in good working condition to the satisfaction the person duly authorized by KELTRON in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over. In the event of failure of the supplier to erect the machinery within the time and at the place specified by KELTRON or in the event of the machinery failing to function properly during the guarantee period, the amount spent by KELTRON and the loss sustained by the KELTRON 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 KELTRON 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 KELTRON may deem fit. In deciding what sum of money is due KELTRON under by virtue of this deed, the Supplier agrees that the decision of KELTRON shall be final and conclusive and shall be binding on the Supplier.

15. Service Level Agreement:

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

Equipment Type	Response Time	Resolution Time	Penalty Amount	Penalty Calculation
Tablet PC's	4 working hours	4 working days	Rs 100	For every 12 hours after the resolution time or part of it.

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 centre.

For GEETA MONITORS PVT. LTD.

Rajhwa

Branch Manager / Director



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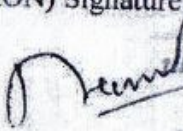
A service centre shall be designated for reporting the problems. It should be accessible over telephone through a toll-free number and online complained registration system. It should be possible to report and obtain status of reported calls in Malayalam.

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

IN WITNESS WHERE OF the Supplier M/s. Geeta monitors Pvt. Ltd. Rajesh Kumar
and Shri..... (Name and designation) for and on behalf of
KELTRON have hereunto set their hands

Signed, sealed and delivered by



(KELTRON) Signature with Seal


Geena Mathew
Chief General Manager
IT Business Group,
Keltron, Vellayambalam



(Supplier) Signature with Seal


Branch Manager / Director
For GEETA MONITORS PVT. LTD.

In the Presence of witness

1.  Chandrababu
2.  Rajmohann

In the Presence of witness

1. LIJU K THOMAS 
2. SANKAR.V 

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