

REQUEST FOR PROPOSALS

(Tender Document)

SUPPLY OF COMPUTER SYSTEMS, PRINTERS, UPS AND ACCESSORIES FOR KSFE BRANCHES

**TENDER NO:KSFE/IT/14061/HW 2017-18/PC
DATED 3rd June 2017**

**The Kerala State Financial Enterprises Ltd.
(A Government of Kerala undertaking)
Regd. Office: "Bhadratha", Museum Road,
P.B.No: 510, Thrissur – 680 020, Ph: 0487-2332255,
Fax: 0487-2336232, E-mail: gad@ksfe.com
Web site: www.ksfe.com**

1 INVITATION FOR BIDS

This invitation to bid is for supply, installation and maintenance of Computer Systems & Accessories (Laptops, PCs, Printers, UPS, Scanners) for the automation of KSFE branch offices across Kerala as per the requirement specification detailed in **Proforma - 10** , schedule of requirements given in **Section-5**, and instructions given in **Section-2** , of this document.

- 1.1 Bidders are advised to study the Tender Document and additional documents carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 1.2 **Ten percentage (10%)** of the value of the order in the form of Bank Guarantee shall be furnished as Security Deposit by the successful bidder for proper fulfillment of the order. This will be returned with in three months after the expiry of the Warranty period.
- 1.3 **Schedule for Invitation to Tender:**
 - a) Bid publishing date
18.00 hours on 03.06.2017
 - b) Bid download & Bid submission start date
18.30 hours on 03.06.2017
 - c) **Place, Time and Date of Pre-Bid Conference :**
KSFE Regional Office
KSFE Silver Jubilee Buildings, Statue, Chirakulam Road
Thiruvananthapuram- 695 001
15.00 hours on 16.06.2017
 - d) Bid submission end date
18.00 hours on 06.07.2017
 - e) Date & time of opening of E- tender
10.00 hours on 10.07.2017
 - f) Date till which the tender is valid:
180 days from the Date of opening of E- tender

2 INSTRUCTIONS TO BIDDERS

2.1 Introduction

The Kerala State Financial Enterprises Limited, popularly known as **KSFE** came into existence in 1969, as a Miscellaneous Non Banking Company (MNBC) owned by the Government of Kerala, started with the objective of providing an alternative to the private chit promoters with a view to socialize the chit fund business. The Company which started in a humble manner has now grown into an institution doing business worth over Rs.30000 crores annually, employing over 7000 persons directly and over 5000 persons indirectly, with a network of over 500 branches. The main activities of this organisation are Chitties, Sugama savings, Loans and Fixed Deposits.

2.2 Scope of the Work

The successful bidder needs to provide the following infrastructure and related services for KSFE.

- **Supply and Installation of Computer Hardware, Software and UPS Systems**

The successful bidder would be required to supply, install and maintain for three years the Computer equipments indicated in **Proforma-10** of this document. If required, KSFE may increase the quantity at the per unit rates quoted in the commercial bid subject to a maximum of 25% of the projected requirement.

- **Maintenance of Hardware**

The successful bidder would be required to maintain all the hardware at their cost for three years during the Warranty period. They also have to guarantee OEM support for another three years after the Warranty period, and meet the Service Level Agreement specified in **Section-3.48**.

- **System Support**

The vendor shall provide support services on single point of contact basis for 3 years. Following are the Systems Support services:

- ❖ Installation, up gradation and maintenance of OS and other Softwares such as Libre office, Mozilla Firefox etc.
- ❖ Maintenance of hardware.

- **Adherence to the SLAs**

The successful bidder will be required to adhere to the Service Level Agreements regarding the required uptime for maintaining the quality of service expected from the KSFE. These SLAs have been presented in **Section-3.48**.

- **Warranty**

The successful bidder is required to provide three years on site comprehensive warranty and three years OEM support after the warranty period for all computer hardware (Laptops, PCs, Printers, Scanners and UPS systems), operating systems and services offered in the **Proforma-10**. The bidder is also required to perform periodic preventive maintenance of all the equipment supplied during the three-year warranty period.

2.3 Preparation of Bids

2.3.1 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.3.2 Eligibility Criteria for Bidders

1. The bidder should be a company registered in India under the companies act.
2. The bidder should be ISO certified.
3. The bidder should be a manufacturer / authorised dealer / authorised service provider of the equipments quoted.
4. The bidder should have the required turn over and single order specified in this document.

The Bids prepared by the Bidders shall comprise of following components:

(a) Technical Bid shall consist of following :-

1. Technical bid letter on the bidder's letter head (format given in **Proforma-1**)
2. The Corporate profile of the bidder (printed corporate brochure is preferred).
3. The profile of the bidder (format given in **Proforma-13**)
4. Qualifying data duly filled in as per relevant Proforma provided in the bid proposal that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted (**Proforma -2**)
5. The bidder should have a minimum turnover as specified in **Annexure III**. Audited Financial Statements of last three years showing the annual turnover of the bidder over the preceding three financial years, for IT equipment should be submitted along with the tender(**Proforma-3**). Bidder should submit Copy of Income tax returns for the last three years with the Tender, as proof for turn over (Revenue).
6. Manufacturer's Authorisation form(s) (**Proforma-6**)
7. List of bidder's support/service locations in Kerala. (**Proforma-7**)
8. Three references of bidder's clients that have made purchases of computer hardware, software, and services in excess of required minimum purchase order value (as per ANNEXURE III) **in single order** during the last three years. Also provide the name, designation, and contact details of a contact person (format given in **Proforma-8**) for each reference. The bidder should submit the copy of the purchase order and corresponding satisfactory/completion certificates from the clients against each reference.

9. Bidder's quality certification in delivery of services from an internationally recognized and reputed agency eg: ISO 9000 (format given in **Proforma-9**).
10. Bidder's quality certification in manufacturing of tendered Computer Hardware from an internationally recognized and reputed agency e.g. ISO 9000. In case bidder is not the manufacturer, the bidder is required to submit the quality certification of the manufacturer of the tendered Computer Hardware (format given in **Proforma-9**).
11. Power-of-Attorney granting the person signing the bid the right to bind the bidder as the "Constituted Attorney of the Company". (**section 2.6.8**)
12. Statement of deviation from requirement specifications (format given in **Proforma-4**).
13. Statement of deviation from tender terms and conditions (format given in **Proforma-5**).
14. Technical details of hardware, software offered with make and model numbers of proposed hardware. (format given in **Proforma-10**).
15. Warranty (Format given in **Proforma-11**).
16. A signed copy of the RFP.

The soft copies of all the above documents should be uploaded in our etender website <http://etenders.kerala.gov.in> and the bidder should submit hard copies of all the above documents within two days after the closure of the tender.

(b) Commercial Bid consisting of the following: -

Dually filled "BOQ" file should be uploaded in the e-tender website.

2.3.3 Bid Prices

The bidder shall indicate in the BOQ file, the unit prices of the Computer hardware, UPS Systems, proposed to be supplied under the contract and shall upload this filled up BOQ file in the E-tender website. **No hard copies of BOQ file or Bid prices should be submitted to KSFE offices.**

2.3.4 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever **from the last date of submission of the bid**. Prices should indicate the price at site and should include all state and central taxes, viz. sales tax, service tax, entry tax, excise & custom duties, octroi & levies, cost of power cables, interface cables, packing, forwarding, freight, transit insurance and installation charges on the final finished supplies tendered for.

Prices should be shown separately for each item of hardware and other aspects as detailed in bid documents. The prices quoted should also include all rights (if any) of patent, registered design or trademark and the bidder shall indemnify KSFE against all claims in respect of the same.

Attention of the bidder is invited to the terms and conditions of payment given in **section 3.12**.

2.3.5 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the bid form. The bidder may either be an original equipment manufacturer of the computer hardware items quoted in this bid or an authorized dealer of the OEM for this bid, in which case it shall submit a certificate of authority (format given in **Proforma-6**). All certificates and documents received hereby, shall, as far as possible, be furnished by the representative and the manufacturer. It is further clarified that the individual signing the bid or other documents in connection with the bid must certify that he/ she signs as 'Constituted Attorney of the Company'.

2.3.6 Earnest Money Deposit

An Earnest Money Deposit (EMD) as per ANNEXURE III shall be furnished, by the bidder as part of its bid towards bid security. The EMD should be paid online while submitting the tender through the etender site <http://etenders.kerala.gov.in> The EMD is required to protect KSFE against the risk of Bidder's conduct, which would warrant the security's forfeiture. Unsuccessful Bidder's EMD will be automatically refunded to their accounts after the award of the contract to the successful Bidder.

The Successful Bidder's EMD will be discharged upon signing the Contract and furnishing the Performance Bank Guarantee. No interest will be payable by KSFE on the amount of the EMD. The EMD may be forfeited:

- If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- If the selected bidder fails to sign the Contract or to furnish Performance Bank Guarantee in accordance with **Section 2.6.6**.

2.3.7 Period of validity of Bids

Bids shall remain valid for **180 days from the date of opening of E-tender** prescribed by KSFE. A bid valid for a shorter period may be rejected by KSFE as non-responsive.

In exceptional circumstances, KSFE may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing/email/fax. The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

2.3.8 Revealing of Prices

Prices in any form or by any means should not be revealed in Technical bid or before opening the commercial bid, failing which the offer shall be liable to be rejected.

2.3.9 Terms and conditions of Tendering Firms

Printed terms and conditions of the bidders will not be considered as forming part of their bids. In case terms and conditions of the contract applicable to this invitation to bid are not acceptable to any bidder, clearly specify the deviation in **Proforma-5**. Similarly, in case the computer hardware (Laptops, PCs, Printers, Scanners, UPS) and services offered have deviations from the requirement specifications laid down in **Proforma-10** and schedule of requirements laid down in **Section-5**, the bidder shall describe in what respects and to what extent the computer hardware (Laptops, PCs, Printers, Scanners, UPS), Computer Software and services being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any, in **Proforma-4**.

Bidder can quote any item/s separately and EMD and tender fee may be paid as mentioned in Annexure III.

2.4 Pre-bid Conference

KSFE would be conducting a Pre-bid conference at its Regional Office, Thiruvananthapuram for clarifying the queries of the potential bidders. In case the bidder has any queries regarding the tenders, they should forward the queries to the email id gad@ksfe.com two days before the pre-bid meeting.

Place, Time and Date of Pre-Bid Conference :

KSFE Regional Office

KSFE Silver Jubilee Buildings, Statue,

Chirakulam Road, Thiruvananthapuram- 695 001

At 03.00 PM on 16th June 2017

2.5 Bid Opening

2.5.1 Opening of Bid by KSFE

On the basis of the Technical information **section 2.3.2 (a)** given by the bidder for the Technical bid, bidders will be short-listed for commercial bid.

The commercial bids of bidders not qualified in the Technical bid will not be opened.

Commercial bids of short-listed bidders will be opened online by KSFE.

2.5.2 Clarifications

If deemed necessary, KSFE may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. KSFE may, if so desire, ask the bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

2.5.3 Preliminary Examination

KSFE will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from System Integrators without proper authorization from the manufacturer as per **Proforma-6** shall be treated as non-responsive.

Bidders are expected to carefully check and crosscheck their bids before submission.

Arithmetical errors or discrepancy between amount in words and amount in figures, if any, will be treated as under:

1. The higher of the amounts will be considered for comparison.
2. The lower of the amounts will be considered for award.

A bid determined as not substantially responsive will be rejected by KSFE and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.5.4 Evaluation and Comparison of Bids

- The Technical bid and commercial bid shall be evaluated to select a bidder for award of contract.
- The eligible bidders should produce exact samples of all items quoted in the bid for technical evaluation within one week of opening the tender. Samples for evaluation should be provided at KSFE Regional Office, Thiruvananthapuram. The samples will be released only after finalisation of the winner. Samples of the winner will be released only after the full supply and their verification.

- Samples of Desktops, Laptops and their major components will be evaluated in detail for their compliance with respect to the following.
 - International branding with precise model number and specifications
 - Quality and performance of the equipment or parts used.
 - Environmental, safety and energy certifications.
 - Operating system certifications.
- The bids of technically qualified bidders would only be considered for commercial evaluation.

2.5.5 Verification

KSFE reserves the right to conduct a verification of the customer references submitted by the bidder. KSFE also reserves the right to conduct a verification of the quality management system in place, the manufacturing facilities, and the support infrastructure of the bidder. KSFE will conduct all or any of these verifications to satisfy itself on the bidder's capability to supply the tendered goods and services compliant to the requirement specifications defined in this tender.

In the event of the verification revealing that a bidder does not have the capability to supply the tendered goods and services compliant to the requirement specifications defined in this tender, KSFE may at its discretion reject the bid.

2.5.6 Contacting KSFE

Bidder shall not contact KSFE on any matter relating to this bid, from the time of the opening of commercial bid to the time the contract is awarded.

Any effort by a bidder to influence KSFE's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

2.6 Award of Contract

2.6.1 Due Diligence

KSFE will determine to their satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of KSFE is final in such cases.

The determination will take into account the bidder's financial, technical and support capabilities. It will also involve an examination of the documentary evidence of the bidder's eligibility submitted by the bidder.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event KSFE will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

2.6.2 Award Criteria

KSFE will review the Technical bids of the bidders to determine whether the Technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at KSFE's discretion.

Subject to above, KSFE will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

KSFE reserves the right to issue Purchase Order for the total quantity ordered, in full or in parts.

2.6.3 KSFE's Right to accept/ reject any or all bids

KSFE reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for KSFE's action.

2.6.4 Notification of Award

Prior to the expiration of the period of bid validity, KSFE will notify the bidder(s) in writing by registered letter/ fax/email, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post as well as by fax/email. The notification of award will constitute the formation of the contract.

2.6.5 Signing of Contract

At the same time as KSFE notifies the bidder that his bid has been accepted, KSFE will send the bidder the contract form as per **Annexure-2** provided in this document, incorporating all agreements between the parties.

On receipt of the contract form, the bidder shall sign and date the contract form, and return it to KSFE as per mutually decided date.

2.6.6 Performance Bank Guarantee

Within **14** days of the receipt of notification of award from KSFE, the bidder shall furnish the performance bank guarantee security of **Ten percentage (10%)** of the value of the order from any Nationalized Bank in accordance with the conditions of contract, in the contract performance guarantee bond prescribed as per **Annexure-1. Bank Guarantee specified should be ensured at the beginning of each of the contract year during the Warranty period.**

Failure of the bidder to comply with the requirement of **section 2.6.5** or **section 2.6.6** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event KSFE may make the award to the other bidders or call for new bids.

2.6.7 KSFE's right to increase quantities after awarding the bid

KSFE reserves the right to increase the quantity of computer hardware (Laptops, PCs, Printers, Scanners, UPS) and services specified in the Schedule of Requirements without any change in unit prices or other terms and conditions within the contract period subject to a maximum of **25%** of the total requirement.

2.6.8 Publicity

Any publicity by the bidder in which the name of KSFE is to be used, should be done only with the explicit written permission from KSFE.

3 GENERAL CONDITIONS OF CONTRACT

3.1 Definition

In this document, the following terms shall be interpreted as indicated:

'KSFE' - The Kerala State Financial Enterprises Limited

'Contract' - The agreement entered into between KSFE and the successful Bidder as recorded in the contract form signed by KSFE and the Bidder, including all attachment and annexure thereto and all documents incorporated by reference therein.

'Contractor' - The firm or the company with whom the order for supply, installation, commissioning, and support on a turnkey basis of computer hardware (Laptops, PCs, printers, Scanners, UPS) services is placed and shall be deemed to include the contractor's successors, representatives (approved by KSFE), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.

'Contract Price' - The price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.

'Equipment' - The entire computer hardware (Laptops, PCs, Printers, Scanners, UPS), which the Contractor is required to supply to KSFE under the contract.

'Service' - Service refers to the entire computer hardware (Laptops, PCs, Printers, Scanners, UPS), and related services, which the Contractor is required to supply to KSFE under the contract. Service also includes services ancillary to the supply of the computer hardware and software, such as systems management, monitoring, transportation, insurance, and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the bidder covered under the contract.

'Acceptance of Tender': The letter/ fax/email or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender.

3.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3.3 Standard

The computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services supplied under this contract shall conform to the standards mentioned in the requirement specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

3.4 Use of Contract document and Information

The contractor shall not, without KSFE's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of KSFE in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The contractor shall not without KSFE's prior written consent, make use of any document or information forming a part of this tender except for purpose of performing the contract. Any document forming a part of this tender, other than the contract itself shall remain the property of KSFE.

3.5 Patent Rights

The contractor shall indemnify KSFE against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the computer hardware (Laptops, PCs, Printers, Scanners, UPS, computer software and services or any part thereof.

3.6 Performance Security

Within 14 days after the receipt of notification of award of the contract from KSFE, the successful bidder shall furnish performance security to KSFE as per proforma given in **Annexure-1**, which shall be equal to 10 percent of the total bid price in the form of a bank guarantee bond from a nationalized bank as per the norms laid by the RBI.

3.7 Supply, Installation, Commissioning, & Implementation

The contractor shall be responsible for supply of computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services at KSFE's assigned offices within **6 weeks** of placing the Purchase Order. Contractor would also be responsible for its installation, commissioning, implementation, acceptance and making them fully operational **within 30 days from date of delivery / if the infrastructure is not ready during this period; within 7 days after the infrastructure is ready**. This will be evidenced by a certificate of acceptance duly signed and/or counter-signed by representatives of KSFE for all the supplied equipment and services.

At the direction of KSFE, the acceptance test of the computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services shall be conducted by the bidder in the presence of KSFE's authorized representative(s) and/ or any other team or agency nominated by KSFE. All expenses for acceptance test shall be borne by the bidder. **After the installation of the items, the bidder should hand over KSFE, a softcopy containing the details of the items delivered such as serial number, branch etc.**

Delay in installation will attract penalty as specified in Section 3.19

There will be a single acceptance test per office that will cover all the tendered hardware, software, and services. Acceptance test reports for all the tendered hardware, software and services commissioned in each and every office will be signed by the contractor's representative and the relevant KSFE officer-in-charge or designated KSFE officer at the concerned office in triplicate. One copy would be retained by the respective KSFE office and the other two copies retained by the contractor for submission to the Senior Manager (General Administration) KSFE at the Head Office for further verification and processing.

3.8 Incidental Services

In addition to the services specified in **Proforma-10(B)**, the contractor may be required to provide any or all of the following services:

- Furnish detailed manuals for each appropriate unit of the supplied computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services.

- Perform or supervise or maintain and/ or repair the supplied computer hardware (Laptops, PCs, Printers, Scanners, UPS) for a period of time agreed by KSFE and the contractor, provided that this service shall not relieve the contractor of any warranty obligations under this contract.

3.9 Documentation

The contractor is required to provide pre-printed product technical brochures of the tendered items along with the bid. The technical specifications of the tendered items should also be available on the OEM's web-site. KSFE reserves the right to verify the stated compliance against the technical specifications published on the OEM's web-site and/or the pre-printed product brochures.

3.10 Maintenance

The contractor must integrate the entire computer hardware (Laptops, PCs, Printers, scanners, UPS), and services supplied by them to make them fully functional. It will be contractor's responsibility to locate the exact nature of the problem(s)/ fault(s) and rectify the same, if any. The contractor must also take necessary steps to successfully install all the computer hardware (Laptops, PCs, Printers, Scanners, UPS) and services supplied by them. The contractor undertakes that necessary maintenance will be directly made available for at least **three years** after the acceptance of the computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services on a continuing basis, at the option of KSFE.

The service period consists of **3 years comprehensive onsite warranty** and **three years OEM support after the warranty period**.

3.11 Warranty

The contractor is required to submit a warranty for all computer hardware (Laptops, PCs, Printers, Scanners, UPS) and services supplied in the format given in **Proforma-11**.

The start date for the warranty may be mutually decided based on weighted average of the acceptance dates for various offices so as to have consistent warranty coverage across all the locations.

The contractor warrants that all the equipment supplied under the contract is newly manufactured. The contractor further warrants 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 KSFE's specifications) or from any act or omission of the contractor, that may develop under normal use of the supplied equipment's in the conditions prevailing in the country of final destination.

The contractor warrants that the services provided under the contract shall be as per the Service Level Agreement (SLA) between the contractor and KSFE.

This warranty, for all equipment including printer head, plastic/fiber parts, data cable, UPS Batteries, Laptop batteries shall remain valid for **36 months** after the complete installation and acceptance of the equipment, or **39 months** after the date of receipt of equipment whichever occurs earlier. The installation will be deemed incomplete if any component of the equipment or any documentation/ media is not delivered or is delivered and not installed and/ or not operational or not acceptable to KSFE after acceptance testing/ examination.

KSFE shall promptly notify the contractor with the helpdesk software hosted by KSFE of any complaints arising during the warranty period. Upon receipt of such complaint, the contractor shall, within the period of time as specified in SLA repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on KSFE for the replaced parts/goods thereafter.

If the contractor, having been notified, fails to remedy the defect(s) within specified time in SLA, KSFE may proceed to take such remedial action as may be necessary, at the contractor's risk and expenses and without prejudice to any other rights, which KSFE may have against the contractor under contract.

The contractor shall guarantee **a 98% uptime of computer systems/peripherals**. If any computer system/peripheral gives continuous trouble, more than five times in any continuous 30 days during the warranty period, the contractor shall replace the system with new system without any additional cost to KSFE. Similarly, if any hardware problem could not be rectified within one month(30 DAYS) from the date of complaint, it should be replaced with a new one.

If the contractor, having been notified, fails to remedy the defect(s) within a reasonable period as per **SLA**, KSFE may proceed to take such remedial action including invoking of bank guarantee as may be necessary at the contractor's risk and expense and without prejudice to any other rights, which KSFE may have against the contractor under the contract.

3.12 Payment Terms

No payment shall accrue until after the performance guarantee bond envisaged in **section 3.6** has been furnished.

All the delivery challans and invoices in triplicate for a particular office should be submitted together as a single bunch. Similarly, the entire 'acceptance test report(s)' for various hardware, software, and services at a particular office should be submitted together as a single bunch. Part submissions will not be entertained in normal circumstances. Bunches should be clearly identified with the concerned KSFE office name and office code. Bunches should preferably be clubbed together region wise before submission wherever possible. All payments shall be made from the KSFE Head Office. In addition to this, the bidder should submit a soft copy of the assets containing the serial number, Branch to which delivered etc. along with the bill.

KSFE shall make full payment only after acceptance (after complete installation) of the equipment's mentioned in the contract, to the entire satisfaction of KSFE or any other agency nominated by them.

1. **70%** of the equipment price offered shall be paid after complete delivery of the ordered quantity at KSFE's assigned offices and on submission of duly acknowledged Delivery Chelan.
2. The remaining 30% of the equipment price shall be paid on satisfactory installation and acceptance of the equipment. In case the installation and acceptance of the equipment's is delayed or put off beyond 30 days of the receipt of the equipment by KSFE due to express written instructions of KSFE, this amount may be released to the bidder on his furnishing a necessary bank guarantee valid for the Warranty Period.

3.13 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

3.14 Change Orders

KSFE may at any time, by a written order given to the contractor pursuant to **section-3.27** make changes within the general scope of the contract in any one or more of the following prior to the date of shipping/provisioning whichever is relevant and earlier:

- i. Configuration or specifications of the equipment.
- ii. The method of shipment or packing.
- iii. The place of delivery.
- iv. The service to be provided by the contractor.

If any such change causes an increase or decrease in the cost of, or the time required for the contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the contractor for adjustment under this clause must be asserted within thirty days from the date of the contractor's receipt of KSFE's change order.

3.15 Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

3.16 Assignment

The contractor shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with KSFE's prior written consent. The permission, if any, of KSFE has to be taken before award of the contract.

3.17 Sub Contract

The contractor shall notify KSFE in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the contractor from any liability or obligation under the contract.

3.18 Delays in the Bidder's Performance

Delivery of the equipment shall be made by the contractor within **6 weeks, from the date of award of Purchase Order at the assigned office of the KSFE and installation within 30days from the delivery date.**

Any unexcused delay by the contractor in the performance of his delivery/service provisioning/disposal obligations shall render the contractor liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.

If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods, performance of services, and/or disposal of buy-back items, the contractor shall promptly notify KSFE in writing of the fact of the delay, its likely

duration and its cause(s), before the scheduled delivery / installation / provisioning / disposal date. KSFE shall evaluate the situation after receipt of the contractor's notice and may at their discretion extend the contractor's time for delivery / installation / provisioning / disposal, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the delivery of goods, performance of services, and/or disposal of buy-back items is not found acceptable to KSFE, the above-mentioned clause would be invoked.

3.19 Liquidated Damages during Delivery, Installation & Warranty

Subject to **section 3.21**, if the contractor fails to deliver/install any or all of the equipment or to perform the services within the time period(s) specified in the contract, KSFE shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the **0.5% of the price** of undelivered / unfinished portion of the contract for every week (seven days) or part thereof of delay, subject to the delayed portion being less than or equal to 10% of the contract value. In case the delayed portion of the contract is more than 10%, then the liquidated damages shall be applicable on the entire contract price. Liquidated damages shall also be subject to maximum deduction of 10% of the contract price. Once the maximum is reached, KSFE may consider termination of the contract pursuant to **section-3.20**.

Equipment that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA) forming a part of the contract. The reporting will be through the helpdesk software hosted by KSFE.

Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract.

In case contractor fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.

3.20 Termination for Default

KSFE may, without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor, terminate the contract in whole or in part:

i) If the contractor fails to deliver any or all of the computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services within the time period(s) specified in the contract, or any extension thereof granted by KSFE pursuant to **section 3.18**,

OR

ii) If the contractor fails to perform any other obligation(s) under the contract, in the event KSFE terminates the contract in whole or in part, pursuant to above mentioned clause, KSFE may procure, upon such terms and in such manner, as it deems appropriate, computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services similar to those undelivered and the contractor shall be liable to KSFE for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

3.21 Force Majeure

Notwithstanding the provisions of **section-3.18, 3.19 & 3.20** the contractor shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of KSFE either in its contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify KSFE in writing of such conditions and the cause thereof. Unless otherwise directed by KSFE, the contractor shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.22 Termination for Insolvency

KSFE may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KSFE.

3.23 Termination for Convenience

KSFE may by written notice sent to the contractor, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for KSFE's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services that are complete and ready for shipment within 30 days after the contractor receipt of notice of termination shall be purchased by KSFE at the contract terms and prices. For the remaining computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services, KSFE may elect:

- i. To have any portion completed and delivered at the contract terms and prices; and/
or
- ii. To cancel the remainder and pay to the contractor a mutually agreed amount for partially completed computer hardware (Laptops, PCs, Printers, Scanners, UPS), & services and for materials and parts previously procured by the contractor.

3.24 Arbitration

KSFE and the contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, KSFE and the contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between KSFE and the contractor relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by KSFE and the other

to be nominated by the contractor or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceedings to the reference, and in case arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/ Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/ Institution of Engineers, India shall be final and binding on the parties.

The Indian Arbitration Act, 1940, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Kerala High Court.

3.25 Governing Language

The contract shall be written in the language of the bid, as specified by KSFE in the instructions to bidders. Subject to **section-3.26**, that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

3.26 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws.

3.27 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or by fax/ e-mail and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.28 Back up support

Contractor shall furnish details of the back-up engineering and systems support that will be available to KSFE. If the maintenance of the Equipment, after expiry of the warranty period, is taken over either by KSFE or any other person/ agency to be nominated by KSFE, the contractor shall be responsible for supply of spare parts and back-up maintenance support required by KSFE or that agency and shall continue to make available the spare parts.

3.29 Power Tolerance

The equipment's must be capable of withstanding power failures and must not get damaged due to 'trip-outs'. It should be capable of withstanding permissible voltage and frequency variations without any damage to equipment or loss of information.

The System shall operate correctly from a 230 Volts $\pm 15\%$ and 50Hz $\pm 6\%$ power supply. The System should automatically restart functioning normally on restoration of power after a power breakdown.

3.30 Technical Data

Contractor shall furnish a copy of the technical specifications for all the Equipment including passive and active components, hardware and software, and any accessories supplied by the contractor under the contract. These specifications shall be recognized as "STANDARD" for the purpose of measuring performance.

3.31 Price Fall

The prices charged for the equipment/services supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the equipment/services or offers to sell equipment/services of identical description and volume to any persons/organizations including KSFE or any department of the central or state government or any statutory undertaking of the central or state government as the case may be during the currency of the contract.

If any time during the said period the contractor reduces the sale price, sells or offers to sell such equipment/services to any person/ organization including KSFE or any department of a state or central government or any department of a state government or statutory undertaking of the state and central government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to KSFE and the price payable under the contract for the equipment/services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced without affecting the specifications and other conditions.

3.32 Delivery

The computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services specified in the schedule **section-5** are required to be supplied, at the respective KSFE offices by the contractor within **6 weeks from the date of award of Purchase Order and installed and commissioned within 30 days from the delivery date.**

3.33 Passing of Property

Ownership shall not pass to KSFE unless and until the computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of KSFE and KSFE has made payment for such equipment to the contractor. Necessary insurance covers should be taken by the contractor to protect his supplies till such time the transfer of property takes place as said above.

3.34 Engineering Changes

The contractor agrees to incorporate all hardware and software (upgrades) changes to the equipment, announced by them from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system, at a mutually agreed price, if any.

3.35 Prices

The prices quoted for the computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services shall be firm throughout the period of contract and shall not be subject to any escalation.

3.36 Deduction

Payments, as envisaged in **section-3.12**, shall be subject to deductions (such as TDS) of any amount, for which the contractor is liable under the agreement against this tender.

3.37 Taxes and Duties

The contractor shall be entirely responsible for all taxes, duties, license fees, octroi / local levies and demurrage charges etc., incurred until delivery of the contracted goods & services to KSFE. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to KSFE.

3.38 Insurance

All insurances (e.g. all risk insurance, third party insurance, workmen's compensation insurance etc.) are the responsibility of the contractor.

The equipment supplied under the contract shall be fully insured by the contractor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation.

The insurance shall be obtained by the contractor naming KSFE as the beneficiary, in an amount equal to 100% of the invoiced value of the goods on "all risks" basis (including war risks and civil riots clauses).

The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to KSFE.

3.39 No Claim Certificate

The contractor shall not be entitled to make any claim whatsoever against KSFE under or by virtue of or arising out of this contract, nor shall KSFE entertain or consider any such claim, if made by the contractor after he shall have signed a "No Claim" certificate in favor of KSFE in such forms as shall be required by KSFE after the works are finally accepted.

3.40 Continuing support

The contractor shall provide adequate and appropriate support and participation for the computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services supplied by them, on a continuing basis.

3.41 Satisfactory Complimentary Performance

The contractor shall, notwithstanding anything stated in **section-3.6, 3.7 & 3.11**, ensure satisfactory performance of all computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services to the specifications in the contract and further undertake to reimburse KSFE or any agency nominated by KSFE, all payments made in pursuance of this contract and such other cost as may be decided by mutual consent or by arbitrator as envisaged in **section-3.24**, if the computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services do not perform to committed standards thus materially affecting the installation of computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services.

3.42 Manuals, Data and Information

Complete information relating to installation, maintenance, service, support, and troubleshooting of computer hardware (Laptops, PCs, Printers, Scanners, UPS), computer software and services should be supplied by the contractor.

3.43 Inspection, Testing

The contractor guarantees that it shall complete the Supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, if specified in the Contract) within the time periods mentioned in the contract.

The contractor will dispatch the goods to assigned offices of KSFE, as intimated after internal inspection testing along with the Suppliers' inspection report, manufacturer's warranty certificate.

KSFE or its representative shall have right to inspect and/or to test the Goods to confirm their conformity to the contract specifications at no extra cost to KSFE. The inspection of the goods

shall be carried out to check whether the Goods are in conformity with the technical specifications attached to purchase order form and shall be in line with the inspection/test procedures laid down in the Requirement Specifications and the General Conditions of contract.

KSFE's right to inspect, test and, where necessary, reject the Goods after the Good's arrival at site shall in no way be limited or waived by the reason of goods having previously been inspected, tested and passed by KSFE or its representative prior to the goods shipment.

KSFE can test the equipment after completion of the installation and commissioning at the site of the installation.

3.44 Limitation of Liability

Contractor's cumulative liability for its obligations under the contract shall not exceed the contract value and the contractor shall not be liable for incidental, consequential, or indirect damages including loss of profit, saving, or data.

3.45 Confidentiality

Contractor understands and agrees that all materials and information marked and identified by KSFE as 'Confidential' are valuable assets of KSFE and are to be considered KSFE's proprietary information and property. Contractor will treat all confidential materials and information provided by KSFE with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Contractor will not use or disclose any materials or information provided by KSFE without KSFE's prior written approval.

Contractor shall not be liable for disclosure or use of any materials or information provided by KSFE or developed by Contractor, which is:

- a. Possessed by contractor prior to receipt from KSFE, other than through prior disclosure by KSFE, as documented by Contractor 's written records;
- b. Published or available to the general public otherwise than through a breach of Confidentiality; or
- c. Obtained by Contractor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to KSFE; or
- d. Developed independently by the bidder.

In the event that Contractor is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Contractor shall promptly notify KSFE and allow KSFE a reasonable time to oppose such process before making disclosure.

Contractor understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause KSFE irreparable harm, may leave KSFE with no adequate remedy at law and KSFE is entitled to seek to injunctive relief.

KSFE does not wish to receive the Confidential Information of Contractor, and Contractor agrees that it will first provide or disclose information, which is not confidential. Only to the extent that KSFE requests Confidential Information from Contractor will furnish or disclose Confidential Information. Nothing herein shall be construed as granting to either party any right or license

under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure.

Nothing contained in this contract shall limit the Contractor from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

3.46 Tools and Equipment

The Contractor shall provide all necessary tools and equipment required for the installation and implementation of the supplied equipment & services. This includes any hoists / ladders and any other tools required for carrying out any work incidental to the implementation.

3.47 Supervision

The Contractor shall ensure that all activities are carried out under the direct on-site supervision of qualified / certified personnel.

3.48 Service Level Agreement (SLA)

The Contractor is required to provide a draft SLA covering all the equipment and services supplied. The SLA must clearly mention how the commitments will be monitored and measured. The final SLA shall be drafted in consultation with KSFE.

1. Scope and Services Covered under Warranty

The Contractor shall provide the following services during the Warranty Period to keep the systems and peripherals in good working order:

1. **Unscheduled call for corrective and remedial maintenance service to set right the malfunctioning of the system.** This includes replacement of unserviceable parts. The parts replaced would either be new parts or equivalent in performance to new parts. In the case of a removed defective part, the part so removed from the system will become the property of the supplier.
2. **Operating System (OS) Support:** The supply is comprehensive inclusive of OS support on all the systems supplied and installed under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the supplier. All required device drivers should be provided by the Contractor who shall also keep a copy of the same.
3. **The Contractor will accomplish Preventive Maintenance (PM) activities to ensure that all hardware function without defect or interruption on a quarterly basis.** The scope of preventive maintenance includes the cleaning and removal of dust from all equipment's & components and replacement of defective components. The bidder should conduct Preventive/Periodical Maintenance of all items once in a quarter. Penalty shall be applied only if the service is very poor. A PM schedule based on the warranty start period should

be mutually agreed upon between the two parties and a copy of the report should be forwarded to HO at the end of every quarter.

4. The Contractor warrants that spare parts for the hardware items would continue to be supplied up-to a period of six years, and that however, before phasing out or discontinuation of production of any of the spare parts required for the maintenance of the computer hardware and software, the bidder will give at least twelve (12) months' notice so that KSFE may order its requirements of the spares, if it so desires at the cost to be mutually agreed. If any of the spare parts are not available or are difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology hardware of equivalent capacity or higher capacity at no additional charges to KSFE.
5. The Contractor will be required to provide the contact details like names, and telephone numbers of the officials responsible for maintenance of computer hardware (Laptops, PCs, Printers, Scanners, UPS), and services as well as a maintenance escalation chart regarding the same.
6. At each location, KSFE will keep a **System Log Book**, which is a record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and the total down time. This record has to be signed by the Contractor's Service Engineer and KSFE Official.
7. The new upgrade items (Memory, HDD etc.) or other hardware purchased from the Contractor or any other vendor and integrated into the existing warranty system will be included in the Warranty with the Contractor as soon as the warranty of the purchased item expires. This will be done through an Addendum to this contract signed by KSFE and the Contractor. The contractor may inspect the new hardware if it is procured from other sources. In case KSFE decides to withdraw any equipment from contract during the warranty period, the same will be taken out of this contract with written information to the supplier.
8. If the User is not able to hand over the system to the Contractor's engineer for maintenance purpose, such time will not be considered for the down time penalty.
9. In case of intermittent failures and repetitive problems due to improper diagnosis or repair and if the problem could not be rectified within one month from the date of complaint, it should be replaced with a new one.
10. The Contractor is not liable for service break downs or spares cost arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
11. The Warranty does not include consumables such as Printer cartridges, ribbons etc.
12. The warranty for Printer heads and plastic/fiber printer parts would be for three years. Replacement of Printer heads shall be responsibility of the Contractor during the entire warranty period.
13. UPS batteries, Laptop batteries also would be covered under the three years Warranty. If there is any problem with the battery, it should be replaced with a new battery

14. The complaints related to the hardware items purchased will be reported through the helpdesk software hosted by KSFE. KSFE branches/units will raise their hardware complaint through the help desk software and the bidder will get an exclusive login to view and update the call details. The bidder should visit the site and rectify the calls reported by our branches within the SLA time. It is the responsibility of the bidder to timely update the call status. SLA will be calculated based on the help desk data. Calculation of penalty amount based on reported downtime should be taken from this software.
15. To monitor the maintenance activity and to discuss other related matters, periodic meeting between KSFE and the Contractor will be held at KSFE, Head Office, Thrissur and also at Regional offices.
16. Change of ownership: The obligation of the Contractor company/Firm under this contract shall not cease even if the ownership changes. The successor in interest or transferee shall have the obligation to perform the contract.

2. Downtime Penalty

2.a. Penalty for non-performance of break down maintenance

Equipment	Maximum down time allowed in a single instance	Downtime penalty
Laptop, PC, Printers, Scanners	Equipment has to be repaired or Standby equipment of equivalent/higher capacity to be provided before start of the second working day (ie. Before 10 AM) after reporting the complaint.	No penalty will be charged if the complaint is settled either by repair or by providing standby equipment within the stipulated time. If the complaint remains unsettled after this allowed downtime Rs.200 will be charged for each day, from the date of reporting the call up to the rectification of the call or up to 30 days whichever comes earlier. If standby equipment of equivalent/higher capacity is provided, then the original equipment (after carrying out the necessary repairs) in working condition has to be brought back within a maximum period of one month If the complaint remains unsettled after 30 days from the date of reporting the call, KSFE will rectify/replace the item/ equipment and in such cases, it should be replaced with a new one.
UPS	Equipment has to be repaired or Standby equipment of equivalent/higher capacity to be provided before start of the second working day (ie. Before 10 AM) after reporting the complaint.	No penalty will be charged if the complaint is settled either by repair or by providing standby equipment within the stipulated time. If the complaint remains unsettled after this allowed downtime Rs.300 will be charged for each day, from the date of reporting the call up to the rectification of the call or up to 30 days whichever comes earlier. If standby equipment of equivalent/higher capacity is provided, then the original equipment (after carrying out the necessary repairs) in working condition has to be brought back within a maximum period of one month. If the complaint remains unsettled after 30 days from the date of reporting the call, KSFE will rectify/replace the item/ equipment and in such cases, it should be replaced with a new one.

2.b. Downtime penalty would be settled every year /half yearly basis failing which the amount due to the Company is liable to be realized from the Bank Guarantee furnished by the supplier.

2.c. If the same complaint is repeated 5 times within a period of continuous 30 days to any of the item purchased, the item shall be replaced by a new one.

2.d. The contractor should have to conduct PM in every 3 months based on the PM schedule and if the Contractor has not conducted the PM in the scheduled period. Penalty shall be applied only if the service is very poor.

3.49 Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of courts at Thrissur.

4 PROFORMA FOR BIDS

Proforma -1 : Bid Letter (Technical)

Bidder's Proposal Reference No. & Date :
Bidder's Name & Address, email id :
Person to be contacted :
Designation :
Mobile No. :
Telephone No. : **Fax No :**

To

**The Managing Director
Kerala State Financial Enterprises Limited (KSFE)
Reg. Office: "BHADRATHA"
Museum Road, P.B.No: 510
Thrissur-680 020**

Subject: Proposal for supplying Computer Systems & Accessories, UPS System and services to KSFE :-

Reference: Tender NO.KSFE/IT/14061/HW 2017-18/PC

Dear Sir,

- 1.0 We, the undersigned Bidders, having read and examined in detail the specifications and all bidding documents in respect of supply of hardware item do hereby propose to provide hardware as specified in the bidding document.
- 2.0 **PRICE AND VALIDITY**
 - 2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the Date of opening of E-Tender
 - 2.2 We do hereby confirm that our bid prices include all taxes including Income Tax & Professional Tax.
 - 2.3 We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.
- 3.0 **EARNEST MONEY**

The bidder should remit the required earnest money through e-payment. It is liable to be forfeited in accordance with the provisions of tender document.
- 4.0 **DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the fine-tuned Technical specifications and other tender document except the deviations as mentioned in the Technical deviation Proforma (**Proforma-5**). Further we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviations Proforma, shall not be given effect to.

5.0 BID PRICING

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

6.0 QUALIFYING DATA

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

7.0 CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee as per terms of tender document.

8.0 We hereby declare that we have quoted for items mentioned in the tender and all Computer Systems are to be certified for the operating system being loaded.

9.0 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

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

Thanking you,

Yours faithfully,

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Mobile No:

Fax

E-mail address

Proforma-2 : Particulars of Bidder & Manufacturer

Name of the bidder _____
 Address of the bidder _____

Details about the manufacturer(s) of equipment offered:

Equipment description	Name & address of manufacturer(s)	Place of manufacture
Computer Hardware:		
Lap tops		
PCs		
Dot Matrix Printers (136 column)		
Dot Matrix Printers (80 column)		
Scanner		
2KVA UPS (Online)		
Battery for 2KVA UPS		

Maintenance and service facilities of bidder _____
 Availability of spare parts _____
 Bidder's proposal No. and date _____

Contact details of the officer to whom all references shall be made regarding this tender:

Name _____
 Designation _____
 Mobile No: _____
 Address _____
 Telephone _____
 Fax _____
 E-mail address _____

Witness		Bidder	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail address	_____	E-mail address	_____
Date	_____	Date	_____

Company Seal

Proforma-3 : Particulars of turnover over the preceding three financial years

(as per audited accounts in Rupees & Lakhs)

Item of turnover	Turnover In 2014-15	Turnover In 2015-16	Turnover In 2016-17
IT Products			
Systems Maintenance			
Systems Integration			
Site Preparation			
Others			
Total Turn Over			

Witness

Bidder

Signature

Name

Designation

Mobile No:

Address

Company

E-mail

Date

Signature

Name

Designation

Mobile No:

Address

Company

E-mail

Date

Company Seal

Proforma-4 : Statement of Deviation from Requirement Specifications

Date: dd/mm/yyyy

To,

The Managing Director
Kerala State Financial Enterprises Limited (KSFE)
Regd.Office: "BHADRATHA"
Museum Road, P.B.No: 510
Thrissur-680 020

Reference: Tender No. **KSFE/...../...../2017-18** dated/2017

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

OR (*Strike out whatever is not applicable*)

Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Page No.	Statement of deviations and variations	Brief Reasons	Alternative Suggestion
i)					
ii)					
iii)					

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

Proforma-5 : Statement of Deviation from Tender Terms and Conditions

Date: dd/mm/yyyy

To,
The Managing Director
Kerala State Financial Enterprises Limited (KSFE)
Regd.Office: "BHADRATHA"
Museum Road, P.B.No: 510
Thrissur-680 020

Reference: Tender No...../2017

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Statement of deviations and variations	Brief Reasons	Alternative Suggestion
i)					
ii)					
iii)					

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

Proforma-6 : Manufacturer's Authorization Form

Date: dd/mm/yyyy

To,

The Managing Director
Kerala State Financial Enterprises Limited (KSFE)
Regd.Office: "BHADRATHA"
Museum Road, P.B.No: 510
Thrissur-680 020

Reference: Tender No. **KSFE/...../...../2017-18** dated.....

Sir:

We _____ who are established and reputable manufacturers of _____ and having production facilities at _____ do hereby authorize to submit a bid and subsequently negotiate and sign a Contract with you (hereinafter "KSFE") for resale of the following Products produced by us, for the quantities, specifications and delivery schedule called for by the Supply Requirements associated with the National/International shopping to be carried out during the period from tounder KSFE Tender for Computer Systems and Accessories.

- 1.
- 2.
- 3.

We hereby extend to you a full guarantee and warranty in accordance with following terms and conditions with our own standard product warranty, and duly authorize the Supplier to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Supplier.

We also certify that the Supplier is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with the following General Conditions of Contract:

On-site Warranty:

The Supplier warrant that the Goods supplied under the contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the KSFE's Specifications) or from any act or omission of the Supplier, that may develop under normal use of supplied Goods in the conditions prevailing in the country.

The warranty shall remain valid for **36 months** after the Goods have been delivered, commissioned and accepted at the final destination indicated in the Contract, or for **39 months** after the date of receipt of goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out farther performance tests. They also have to guarantee OEM support for another three years after the Warranty period, and meet the Service Level Agreement as specified in the tender.

KSFE shall promptly notify the bidder using the helpdesk software hosted by KSFE of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the period of as specified in SLA repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The bidder shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on KSFE for the replaced parts/goods thereafter.

If the bidder, having been notified, fails to remedy the defect(s) within specified time in SLA, KSFE may proceed to take such remedial action as may be necessary, at the bidder's risk and expenses and without prejudice to any other rights, which KSFE may have against the bidder under contract

The Supplier shall guarantee a **99% uptime** for PC and UPS and **98% uptime** for other items. If any computer system/peripheral gives continuous trouble, more than five times within a period of continuous 30 days during the warranty period, the Supplier shall replace the system with new system without any additional cost to KSFE.

Spare Parts:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares in India. Supplier shall ensure the availability of after sales service for a period of **at least six years** including the warranty period.

- (a) Such spare parts as KSFE may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - Advance notification to KSFE of the pending termination, in sufficient time to permit KSFE to procure needed requirements; and
 - Following such termination, furnishing at no cost to KSFE, the blueprints, drawings and specifications of the spare parts, if required.

Inspection and Tests:

The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, if specified in the Contract) within the time periods mentioned in the contract.

The Supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the Suppliers' inspection report, manufactures warranty certificate.

KSFE or its representative shall have right to inspect and/or to test the Goods to confirm their conformity to the contract specifications at no extra cost to KSFE. The inspection of the goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to purchase order form and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract.

KSFE's right to inspect, test and, where necessary, reject the Goods after the Good's arrival at site shall in no way be limited or waived by the reason of goods having previously been inspected, tested and passed by KSFE or its representative prior to the goods shipment.

Nothing in this clause shall in any way release the Supplier from any warranty or other obligations under this contract.

KSFE can test the equipment after completion of the installation and commissioning at the site of the installation.

Manuals and Drawings:

The Technical documentation involving detailed instruction for operation and maintenance together with drawings is to be delivered with every unit of the equipment supplied. The language of the documentation shall be English.

Legal Documentation:

The Supplier shall provide complete and legal documentation of all hardware and software supplied. The Supplier shall also provide licensed software for all software products, whether developed by them or acquired from other sources.

Maintenance service:

Free maintenance services shall be provided by the Supplier during the period of warranty (3 years).

Downtime penalty will be applied as specified in the Service Level Agreement. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware function without defect or interruption for at least 99% uptime of the machine worked on a quarterly basis. A PM schedule based on the warranty start period should be mutually agreed upon between the two parties and the report signed by the branch Manager should be forwarded to HO. Penalty for PM shall be applied only if the service is very poor.

Hardware Installation:

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware and connecting to power supplies. The Supplier will test all hardware operations and accomplish all judgments necessary for successful and continuous operation of the hardware at all installation sites.

Training:

For each hardware and software component installed, the Supplier is required to train the designated KSFE’s technical and end-user personnel to enable them to effectively operate the total system.

Yours faithfully,

(Name)

(Name of the manufacturers)

Signature _____
Name _____
Designation _____
Mobile No: _____
Telephone _____
Address _____
E-mail _____
Date _____

(Company Seal)

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

Proforma-7 : List of bidder's own support/service locations in Kerala

Sl. No.	Name and Address of nearest KSFE Branches/	Address, Telephone Number and Fax Number of the Bidder's Office Corresponding to KSFE Branch Office	Name of Bidder's Contact Person and his email address

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

Provide attested documentary evidence in support of the above-mentioned maintenance & support facilities.

Proforma-8 : List of Bidder's Major Clients

Provide three references of bidder's clients that have made purchases of computer hardware, software, and services in excess of amount specified in Annexure III (single order) during the last three years.

Sl. No.	Name, Designation, e-Mail, Postal Address, Telephone Number, & Fax Number of Contact Person	Details of Computer Hardware, Software, & Services Sold	Value (rupees in figures & words)	No of Locations	Date of completion	Reference to job completion certificate
1						
2						
3						

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

Provide attested documentary evidence in support of the above mentioned references.

Proforma–9 : Certification for Equipment* & Services (ISO)

Attach an attested copy of the valid certificates covering:

- Bidder - Delivery of Service
- Laptop manufacturer – Manufacture of Laptops
- PC manufacturer – Manufacture of PCs
- DMP – Manufacture of DMP
- Scanner - Manufacture of Scanner
- UPS – Manufacture of UPS
- UPS Battery – Manufacture of Battery

Sl. No.	Name of Certified Entity and Area of Certification	Certification	Certification Agency	Validity Period of the Certificate

	Witness		Bidder
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

*In case the bidder is not the manufacturer of the computer hardware, additionally provide the Manufacturer’s Quality Certification for the products manufactured.

Proforma-10 : Requirement Specification sheet with make & models of proposed Computer hardware, software & other accessories

Sl. No	Description of items with Technical Specification	Make & Model	Technical specifications offered by the bidder	Compliance with the Tender Specifications
	Computer Hardware & Software (Laptops, PCs, Printers, Scanners, UPS)			
A1	Personal Computers			
	Core i3 6 th Generation Processor or higher			
	Memory: Minimum 4 GB or higher			
	Storage: Minimum 500 GB or higher			
	Ports: 10/100/1000 mbps Ethernet port			
	Keyboard: Heavy duty Mechanical Key Board			
	Mouse: Optical			
	Display: 19.5' or higher Full HD LED Display			
	OS : Ubuntu 16.10 Preloaded			
	Preloaded Software: Mozilla Firefox, Libre Office			
	Warranty - Three years comprehensive onsite warranty			
A2	Laptops			
	Processor :- Corei3 6th Generation or higher			
	Memory: Minimum 4 GB or higher			
	Harddisk : 1 TB SATA 3 (6Gb/s or above)			
	Ports:- USB minimum 3 port(One should be USB 3.0),One HDMI port, 100/1000 mbps Ethernet port			
	Display: 14' Full HD LED display			
	Screen Resolution:- 1366 x 768 or higher			
	Wifi and WLAN:- IEEE 802.11 b/g/n			
	Bluetooth 2.0 or Higher			
	Keyboard with Numeric Key pad			
	Touchpad with multi touch Gesture Support			
	Energystar star & RoHS certified			
	Minimum battery backup three hours			
	Operating System:- Ubuntu 16.10			
	Three year Comprehensive onsite warranty			
A3	Dot Matrix Printer – (24pin, 136 col, High Speed 10cpi,100 CPS NLQ speed, minimum 64 KB input buffer,multilingual, LINUX compatible, refillable ribbon cartridge with USB/Parallel interface Warranty - Three years comprehensive onsite warranty (including replacement of printer head & plastic/fibre parts excluding consumables) and Guaranteed OEM support for the next three years (Total guaranteed OEM support for 6 years)			
A4	Dot Matrix Printer (9 pin, 80 column, minimum 300cps at High Speed Draft , USB / Parallel interface, refillable ribbon cartridge) Warranty - Three years comprehensive onsite warranty (including replacement of printer head & plastic/fiber parts excluding consumables) and Guaranteed OEM support for the next three years (Total guaranteed OEM support for 6 years)			

Sl. No.	Description of items with Technical Specification	Make & Model	Technical specifications offered by the bidder	Compliance with the Tender Specifications
A.5	<p>Scanner Flatbed Scanner, Optical Scan resolution 1200x1200 dpi, 32bit or higher, Interface USB (compatible with USB 2.0 specifications) Warranty - Three years comprehensive onsite warranty (including replacement of parts & excluding consumables) and Guaranteed OEM support for the next three years (Total guaranteed OEM support for 6 years).</p>			
A.6	<p>UPS For Server And Nodes</p> <p>Capacity: 2000VA</p> <p>Technology : True On Line Double Conversion UPS Systems</p> <p>Control Module : Digital Signal Processor based Control Module</p> <p>Converter : IGBT based Module</p> <p>Inverter : Digital PWM IGBT based Inverter Module</p> <p>Input Voltage: 160-270 V ac for 100% load and 120-270 for 50% Load</p> <p>Input Frequency: 50 Hz +/- 2.5 Hz</p> <p>Input PF : Active input Power Factor correction with 0.95 to Unity for any load</p> <p>Output Voltage : 220Vac+/-2%</p> <p>THD output : < 5%</p> <p>Output Frequency : 50 Hz +/- 0.2%</p> <p>Bypass Supply : Built in Bypass facility acting with Zero Break time</p> <p>Certification : ISO 9001/2000.</p> <p>Test Certificate : ERTL/ ETDC</p> <p>Over all Efficiency : Min 90%</p> <p>Battery Voltage : Min. 96 V</p> <p>Display : Input ON/OFF, Load on Battery, UPS ON/OFF, Load</p> <p>Alert : UPS on Battery, Bypass, Low Battery condition, Over Load</p> <p>Communication : web based management of UPS with RJ 45 socket</p> <p>Minimum backup : Branded Tubular batteries 40 Ah*8. OEM should have ISO 9001/2000 and ISO 14001 certification.</p> <p>Battery Rack : Provide as required for housing all the batteries</p> <p>Warranty – Three years comprehensive onsite warranty for the UPS including batteries and Guaranteed OEM support for the next three years (Total guaranteed OEM support for 6 years).</p>			

Sl. No.	Item	Compliance with the RFP	Remarks
B	Services		
B.1	Delivery The computer hardware (Laptops, PCs, printers, Scanners, UPS), computer software and services specified in the schedule section-5 are required to be supplied installed and commissioned at the respective KSFE offices by the bidder within 6 weeks from the date of award of Purchase Order .		
B.2	Installation The bidder is required to install and commission all the supplied items as per Para-3.7 of RFP.		
B.3	Training For each hardware and software supplied and installed, the supplier is required to provide operational level training to the designated KSFE's technical and end-user personnel to enable them to effectively operate the total system. This training should cover the day-to-day maintenance, management, and operations related aspects of the Laptops, PCs, Printers, Scanners, UPS etc. The training will be conducted at KSFE Branch offices.		
B.4	Service Level Agreement (SLA) The bidder is required to provide a draft SLA covering all the equipment and services supplied, as per Para-3.48 of RFP .		
B.5	Documentation The bidder is required to provide pre-printed product technical brochures of the tendered hardware items (all items viz., Laptops, PCs, printers, Scanners, UPS & Batteries) along with the bid. The technical specifications of the tendered hardware items should also be available on the OEM's web-site. KSFE reserves the right to verify the stated compliance against the technical specifications published on the OEM's web-site and/or the pre-printed product brochures.		
B.6	Preventive maintenance: The bidder is required to perform regular preventive maintenance of all the equipment supplied during the service period once in three months. <i>A copy of the PM report duly signed by the Manager should be forwarded to HO at the end of every quarter.</i>		
B.7	Acceptance Tests The bidder will have to conduct acceptance tests on the commissioned equipment and services in presence of KSFE representatives. The acceptance tests will be conducted as per test plans approved by KSFE. The acceptance tests should include verification of documentation for start-up procedures, shutdown procedures, and configuration.		
B.8	The bidder is required to provide comprehensive on-site support for all the supplied equipment and services supplied during the service period. This support shall survive change of location of the equipment.		

B.9	<p>The complaints related to the hardware items purchased will be reported through the helpdesk software hosted by KSFE. KSFE branches/units will raise their hardware complaint through the help desk software and the bidder will get an exclusive login to view and update the call details. The bidder should visit the site and rectify the calls reported by our branches within the SLA time. It is the responsibility of the bidder to timely update the call status. SLA will be calculated based on the help desk data. Calculation of penalty amount based on reported downtime should be taken from this software.</p>		
------------	--	--	--

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

Proforma – 11 : Warranty

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 KSFE’s specifications) or from our any act or omission, that may develop under normal use of the supplied equipments.

We warrant that the services provided under the contract shall be as per our Service Level Agreement (SLA specified in **Section-3.48**) with KSFE and maintain all the hardware for three years during the Warranty period. We also guarantee OEM support for another three years after the Warranty period.

This warranty shall survive inspection of items and payment for, and acceptance and shall remain valid for **3 years** after the complete installation and acceptance of the equipment, or for **39 months** after the date of receipt of equipments whichever occurs earlier .

The obligations under the warranty expressed above shall include all costs relating to labor, 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 of the equipment or any part of the equipment, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by KSFE to us (bidder). We shall provide comprehensive on-site support for all the computer hardware (Laptops, PCs, printers, Scanners, UPS **including printer head, Data cables, plastic/fiber parts & UPS batteries, Laptop batteries**), computer software, and services supplied hereunder during the period of this warranty (36 months after acceptance for equipment).

	Witness		Bidder
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____
		Company Seal	

Note: This warranty should be given on the letterhead of the Bidder.

Proforma-12 : Bid Letter (Commercial) Template

Date: dd/mm/yyyy

To,

The Managing Director
Kerala State Financial Enterprises Limited (KSFE)
Corporate Office: "BHADRATHA"
Museum Road, Chembukav,
Thrissur-680 020

Reference: Tender No. **KSFE/...../...../2017-18** dated.....2017

Sir,

We hereby declare:

1. That we are manufacturers/ system integrators authorized by the OEM of the Equipment quoted in the attached technical and commercial bid.
2. That we/ our principals are equipped with adequate machinery for production and testing of offered products and our manufacturing establishment is open for inspection by the representatives of The Kerala State Financial Enterprises Limited.
3. That we are equipped with adequate maintenance and service facilities for supporting the Computer Systems & Accessories (Laptops, PCs, printers, Scanners, UPS) and services. Our maintenance and service facilities are open for inspection by representatives of The Kerala State Financial Enterprises Limited

We hereby offer to supply the Computer Systems & Accessories (Laptops, PCs, printers, Scanners, UPS) and services at the prices and rates mentioned in the commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Computer Systems & Accessories (Laptops, PCs, printers, Scanners, UPS) and services shall be made as stipulated in the schedule of delivery as directed by KSFE.

We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes.

We have uploaded the BOQ file in our e-tender website <https://etenders.kerala.gov.in>

We agree to abide by our offer for a period of **180 days from the Date of opening of E- tender** prescribed by KSFE and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to supply as per these terms and conditions.

- a) The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in **Proforma-4**.

OR (*Strike out whatever is not applicable*)

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

b) The deviations from the terms and conditions of the tender are only those mentioned in [Proforma-5](#).

OR *(Strike out whatever is not applicable)*

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Company and the person signing the tender is the constituted attorney.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date _____

Name _____

Designation _____

Address _____

Mobile No. _____

Telephone _____

Fax _____

E-mail address _____

Proforma- 13 : Bidder Profile

▪	Name & Address of The Bidder	
▪	Location of Corporate Head Quarters	
▪	Date & Country of Incorporation	
▪	Manufacturing facilities location & size	
▪	Name & Address of Manufacturer of the Equipment Offered	Proforma-2
▪	Number of Employees Total Number / Manufacturing / R & D (If Any) / Maintenance	
▪	Certification & area of certification (ISO)	Proforma-9
▪	List of major clients	Proforma-8
▪	Name & Address of Bidder's Contact Person with Tel. No / Fax / e-mail	
▪	All items quoted	Yes / No
▪	List of bidder's support/service locations in Kerala	Proforma-7
▪	Sales Turnover over the preceding three financial years	Proforma-3
▪	Kerala VAT Registration Numbers	
▪	Income Tax Registration No. with place	

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

5 Schedule of Requirements

The bidder should quote for Computer Systems & Accessories (Laptops, PCs, printers, Scanners, UPS), and services as described in the requirement specification (**Proforma-10**).

5.1 Total Quantities Required

Sl. No.	Item Description	Total Quantity Required
1	Personal Computer with core i3 processor (A1)	1400
2	Lap Top (A2)	30
3	Dot Matrix Printer (24pin, 136 col,) (A3)	380
4	Dot Matrix Printer (9 pin, 80 column) (A4)	1000
5	Scanner (A5)	200
6	2 KVA Online UPS with 1 hour backup & Battery sets with Stand for 2 KVA UPS (A6)	125

Witness

Bidder

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

Company Seal

ANNEXURE- 1

Form of Bank Guarantee for Security Deposit

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

(To be used by Nationalised Banks)

In consideration of the Managing Director of Kerala State Financial Enterprises Ltd., (hereinafter called the KSFE) having agreed 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 fulfilment 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 the KSFE., an amount not exceeding ₹..... (Rs. In words) against any loss or damage caused to or suffered or would be caused to or suffered by the KSFE, by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said agreement.

- 1 We Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the KSFE stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the KSFE by reason of any breach by the said Contractor 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 ₹..... (Rs. In words).....
- 2 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 the KSFE 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 for 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 two years 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.
- We Bank, Limited further agree with the KSFE that the KSFE 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 the KSFE against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating 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 KSFE or any indulgence by the KSFE 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.

- To give effect to this guarantee it shall be competent for the KSFE to act as though the Bank, were the principal debtor.
- 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 the KSFE and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.
- We Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of KSFE in writing.

Dateday of on Two thousandfor
 Bank Limited.

ANNEXURE- 2 **Contract Form**

FORM OF AGREEMENT

(For contracts for supply of specific quantities)

AGREEMENT executed on day of

BETWEEN..... (hereinafter called 'the contractor') is represented by Sri . and the **Kerala State Financial Enterprises Limited having its Head Office at "Bhadratha", Museum Road, Chembukkavu, Thrissur-20** (hereinafter called 'the KSFE') is represented by, **Managing Director.**

WHEREAS the KSFE has invited tenders, vide its advertisement in..... from reputed manufacturers of Computer for supply of Computer Systems and Accessories and WHEREAS the contractor has submitted its tender as per tender notification which forms part of this agreement and is attached ANNEXURE-I

AND WHEREAS the KSFE has accepted the tender of the contractor and had issued a supply order No. dated, which shall also form part of this agreement and is attached as ANNEXURE-II, the conditions of which have been agreed to be complied by the contractor.

AND WHEREAS the contractor has as security for the due fulfillment of his obligations under this deed deposited ₹..... being per cent of the estimated value of the contract as per draft onBank duly approved by the Government/ in the form of a letter of guarantee for such amount fromBank approved by the Government.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1.

a) In cases where along with the tender samples have been forwarded to the KSFE and the samples approved, the Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward samples to KSFE for approval if so required and then to supply materials according to such approved samples. When the samples are not required, the Contractor agrees to supply according to standard specifications. Samples forwarded by the Contractor to the KSFE will not be paid for and shall be the property of KSFE but the KSFE are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the KSFE to see if the supplies made are according to the approved samples.

b) The Contractor hereby declare that the goods sold to the KSFE 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 copy of the order attached herewith and the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of **3 years for Computer System & Accessories (including printer heads, Data cables & plastic/fibre parts & UPS batteries, Laptop batteries)** from the date of delivery of the said goods to the KSFE and that notwithstanding the fact the KSFE may have inspected and/or approved the said goods, if during the aforesaid period of **3 years for Computer System & Accessories (including printer heads, Data cables & plastic/fibre parts & UPS batteries, Laptop batteries)** the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the KSFE in that behalf will be final and conclusive) the KSFE 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 contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the KSFE. Otherwise the Contractor shall pay to the KSFE such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the KSFE in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered except where KSFE have, prior to the actual supply, 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 Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the KSFE in any manner whatsoever unless such terms have been expressly accepted by the KSFE in writing.
3. The articles and quantities to be supplied are shown in the copy of the supply order no. dated attached herewith. The contractor agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed.
4. It is agreed that time is the essence of this contract.
5. If the contractor defaults in the supply of all or any of the articles correctly and promptly as above, the KSFE, are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If KSFE incur, in thus procuring such materials a higher cost than the agreed rate such excess cost can be deducted by the KSFE from the Contractor's bill or adjusted or otherwise realised from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost of KSFE.
6. All incidental expenses incurred by the KSFE for making payment outside the District in which the claim arises shall be borne by the contractor.
7. The contractor shall not assign or make over partly or wholly the contract or the benefits or burdens thereof. The Contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the KSFE. The KSFE shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The Contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or sublet is given by KSFE.
8. NOTWITHSTANDING the provisions contained in clause , the KSFE shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.
9. It shall be lawful for the KSFE from and out of any moneys for the time being payable or due to the Contractor from the KSFE under this contract or otherwise to set off any loss or expense, cost or damages, sustained or incurred by the KSFE by reason of the cancellation of the contract.
10. The security deposit shall subject to the conditions specified herein be returned to the contractor 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.
11. The contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his place of business or may be sent by prepaid post to his address as mentioned in this deed.
12. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the KSFE/Purchasing Officer in that behalf. It shall also be the duty and responsibility of the contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorised by the KSFE in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over.
13. The contractor is bound to supply the system in the manner aforementioned within 6 weeks from the date of receipt of the order and install within 30 days from the delivery date failing which the contractor is bound to pay penalty at the rate of 0.5% of the order amount for every week of delay in supplying and installing the system in the manner aforementioned. In case of such delay in the supply and installation as aforementioned the KSFE need pay only the balance after deducting the penalty mentioned above.
14. KSFE shall pay after the installation of the system in a fully working condition to the satisfaction of KSFE, the amount as per the bill of the contractor drawn in terms of the contract.

15. "The contractor agrees that all sums found due to the KSFE 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 in force as though they are arrears of land revenue or in any other manner and within such time as the KSFE may deem fit. The Contractor agrees that in deciding what sum of money is due from the Contractor under or by virtue of this agreement, the decision of the KSFE shall be final and conclusive and shall be binding on the contractor".

16. The Contractor agrees that any sum of money due and payable to him from KSFE shall be adjusted against any sum of money due to KSFE from him under any other contracts.

Having agreed to all the terms and conditions aforementioned the parties hereto hereby set their hands to this agreement on this day of 2017 in the presence of following witnesses.

1st Party (Contractor)
Represented By

2nd Party (K.S.F.E.)
Represented By

Witnesses

1

2

Annexure-III

Detailed List of Tender Fee, EMD, Turn over, Minimum Order value required

SL	Item	Tender Fee (Rs)	EMD (Rs)	Minimum Turn Over Required for the Bidder (Crores)	Minimum PO Value (Successfully executed) Required for the bidder (Lakhs)
1	Only For the Equipments:- UPS	11138	66000	4	9
2	Only For the Equipments:- Scanner	1688	9000	1	2
3	Only For the Equipments:- Scanner , UPS	12713	75000	4	10
4	Only For the Equipments:- Printer	24188	143000	8	18
5	Only For the Equipments:- Printer , UPS	28125	209000	11	27
6	Only For the Equipments:- Printer , Scanner	25650	152000	8	19
7	Only For the Equipments:- Printer , Scanner , UPS	28125	218000	11	28
8	Only For the Equipments:- Laptop	1800	10200	1	2
9	Only For the Equipments:- Laptop , UPS	12938	76200	4	10
10	Only For the Equipments:- Laptop , Scanner	3263	19200	1	3
11	Only For the Equipments:- Laptop , Scanner , UPS	14400	85200	5	11
12	Only For the Equipments:- Laptop , Printer	25875	153200	8	20
13	Only For the Equipments:- Laptop , Printer , UPS	28125	219200	11	28
14	Only For the Equipments:- Laptop , Printer , Scanner	27450	162200	9	21
15	Only For the Equipments:- Laptop , Printer , Scanner	28125	228200	12	29
16	Only For the Equipments:- PC	28125	438000	22	55
17	Only For the Equipments:- PC , UPS	28125	504000	26	63
18	Only For the Equipments:- PC , Scanner	28125	447000	23	56
19	Only For the Equipments:- PC , Scanner , UPS	28125	513000	26	65
20	Only For the Equipments:- PC , Printer	28125	581000	30	73
21	Only For the Equipments:- PC , Printer , UPS	28125	647000	33	81
22	Only For the Equipments:- PC , Printer , Scanner	28125	590000	30	74
23	Only For the Equipments:- PC , Printer , Scanner , UPS	28125	656000	33	82
24	Only For the Equipments:- PC , Laptop	28125	448200	23	57
25	Only For the Equipments:- PC , Laptop , UPS	28125	514200	26	65
26	Only For the Equipments:- PC , Laptop , Scanner	28125	457200	23	58
27	Only For the Equipments:- PC , Laptop , Scanner , UPS	28125	523200	27	66
28	Only For the Equipments:- PC , Laptop , Printer	28125	591200	30	74
29	Only For the Equipments:- PC , Laptop , Printer , UPS	28125	657200	33	83
30	Only For the Equipments:- PC , Laptop , Printer , Scanner	28125	600200	31	76
31	Only For the Equipments:- PC , Laptop , Printer , Scanner , UPS	28125	666200	34	84