

**Office of The Commissioner for Public Instruction,  
New Public Offices, Nrupathunga Road, Bangalore - 560 001,  
Karnataka, India**

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**TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF DESKTOP & NOTE BOOK  
COMPUTERS DURING 2008-2009 AMONG THE EMPANELLED VENDORS VIDE G.O.  
NO:SI AA SU E 7 VI MA AA 2006 BANGALORE DT:05-01-2009 ACCORDING TO THE  
PROCEEDINGS OF E-GOVERNANCE TAP MEETING HELD ON 05-02-2009  
(Two Cover System)**

BID REFERENCE : No : C5(3)/TAP-3/2008-09

DATE OF ISSUE OF NOTIFICATION: 20-02-2009

DATE OF COMMENCEMENT OF : 20-02-2009  
SALE OF BIDDING DOCUMENT : 10.30 Hrs IST

PRE BID MEETING : 03-03-2009 ~ 11.30 Hrs IST

LAST DATE FOR SALE OF  
BIDDING DOCUMENT : 06-03-2009 ~ 11.30 Hrs IST

LAST DATE AND TIME TO  
SUBMIT TENDER DOCUMENTS : 06-03-2009 ~ 13.00 Hrs IST

TIME AND DATE OF OPENING  
OF TECHNICAL BIDS : 06-03-2009 ~ 16.00 Hrs. IST

PLACE OF OPENING OF BIDS : O/o The Commissioner for Public Instruction  
New Public Offices  
Nrupathunga Road,  
Bangalore - 560 001  
Karnataka State, India  
Ph: 22214350 ; 22214352  
FAX : 22212137  
Email : [egovstateunit@gmail.com](mailto:egovstateunit@gmail.com)

**ADDRESS FOR COMMUNICATION:**

The Commissioner for Public Instruction,  
New Public Offices  
Nrupathunga Road,  
Bangalore - 560 001  
Karnataka State, India.

**TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF DESKTOP & NOTE BOOK  
COMPUTERS DURING 2008-2009**

**SECTION I. INVITATION FOR BIDDERS (IFB)**

**(Two Cover System)**

1. The Commissioner for Public Instruction, Karnataka now invites sealed bids in two cover system from the eligible empanelled vendors vide No: Si Aa Su E 7 vi ma Aa 2006 Bangalore Dt:05-01-2009 As per the proceedings of e-Governance TAP meeting held on 05-02-2009.

**Schedule I**

Desk Top as per detailed Technical specifications given under Section VI of the Bidding document.

**-120 NUMBERS**

**Schedule II**

Lap Top/Note Book Computers as per detailed Technical specifications given under Section VI of the Bidding document.

**-38 NUMBERS**

Schedule of Supply: supply to start within 15 days on receipt of notification of award of contract and complete within 90 days.

Supply as per specification given in schedule I of section VI and Locations and quantity as specified in the schedule of requirements under section V.

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of The Commissioner for Public Instruction, Bangalore Karnataka, India.
3. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office or downloaded through website address [www.schooleducation.kar.nic.in](http://www.schooleducation.kar.nic.in) and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft/Cashier's cheque /Certified cheque in favour of The Commissioner for Public Instruction, Bangalore, payable at Bangalore. The bidding documents requested by mail will be dispatched by registered/speed post and payment of an extra amount mentioned below. The CPI, Bangalore will not be held responsible for the postal delay, if any, in the delivery of the documents for non receipt of the same.
4. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the 'Procurement of Goods and the Karnataka Standard Tender Documents for Procurement of Goods and Equipment'.
5. The bidding document may be obtained from the office of The Commissioner for Public Instruction, Bangalore-560001, Karnataka, India during office hours namely, from 10.30 hrs to 17.00 hrs, on all working days either in person or by post.

(a) PRICE OF BIDDING DOCUMENT : Rs.1,086/-  
(non-refundable)

- (b) DATE OF ISSUE OF NOTIFICATION : 20-02-2009
- (c) DATE OF COMMENCEMENT OF ISSUE OF BIDDING DOCUMENT : 20-02-2009  
: 10.30 Hrs IST
- (e) PRE-BID MEETING : 03-03-2009 ~ 11.30 Hrs IST
- (f) LAST DATE FOR SALE OF BIDDING DOCUMENT : 06-03-2009 ~ 11.30 Hrs IST
- (g) LAST DATE & TIME TO SUBMIT TENDER DOCUMENT : 06-03-2009 ~ 13.00 Hrs IST
- (h) TIME & DATE OF OPENING OF TECHNICAL BIDS : 06-03-2009 ~ 16.00 Hrs IST
- (i) PLACE OF OPENING OF BIDS : O/o. The Commissioner for Public Instruction  
New Public Offices, Nrupatunga Road,  
BANGALORE - 560 001,  
Karnataka State, INDIA.  
Ph : 22214350, 22214352  
FAX : 22212317  
Email : [egovstateunit@gmail.com](mailto:egovstateunit@gmail.com)
- (j) ADDRESS FOR COMMUNICATION: The Commissioner for Public Instruction  
New Public Offices, Nrupatunga Road,  
BANGALORE - 560 001,  
Karnataka State, INDIA.  
Ph : 22214350, 22214352  
FAX : 22212317  
Email : [egovstateunit@gmail.com](mailto:egovstateunit@gmail.com)

6. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
7. The number and name of the districts covered are given under Section XV. Bidders can apply for any one or two items also. The bid should be submitted along with the bid security as specified in the bidding document.
8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

**Commissioner for Public Instruction,  
Bangalore.**

**OFFICE OF THE COMMISSIONER FOR PUBLIC INSTRUCTION  
NEW PUBLIC OFFICE NRUPATHUNGA ROAD,  
BANGALORE -560 001, KARNATAKA, INDIA**

Telephones: 22214352

Fax: 22211086 22483580

Email [egovstateunit@gmail.com](mailto:egovstateunit@gmail.com)

**TENDER DOCUMENT FOR  
The Supply and Installation of Desktop and notebook computers (Two Cover System)**

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## SECTION II: INSTRUCTIONS TO BIDDERS

### A. Introduction

#### 1. Eligible Bidders

- 1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

#### 2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and .The Commissioner for Public Instruction, Bangalore, hereinafter referred to as "The Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### B. The Bidding Documents

#### 3. Content of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
  - (a) Instruction to Bidders (ITB) ;
  - (b) General Conditions of Contract (GCC) ;
  - (c) Special Conditions of Contract (SCC) ;
  - (d) Schedule of Requirements;
  - (e) Technical Specifications;
  - (f) Qualification Criteria;
  - (g) Bid Form and Price Schedules;
  - (h) Bid Security Form;
  - (i) Contract Form;
  - (j) Performance Security Form;
  - (k) Performance Statement;
  - (l) Manufacturer's Authorization Form and
  - (m) Capability statement.
  - (n) Service Support Details Form
- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **4. Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than **5** days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

#### **5. Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by fax or by cable or by fax, and will be binding on them.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **6. Language of Bid**

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### **7. Documents Comprising the Bid**

7.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 8, 9 & 10;
- (b) documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 13.

#### **8. Bid Form**

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

## **9. Bid Prices**

- 9.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), all duties and sales and other taxes already paid or payable.
    - a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
    - b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
  - (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
  - (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;
  - (iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract; and including the price of annual maintenance services for 3 years after expiry of warranty as indicated in GCC Clause 14.
- 9.3 The Bidder's separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

## **10. Bid Currencies**

- 10.1 Prices shall be quoted in Indian Rupees:

## **11. Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder

11.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India. (the item or items for which manufacturer 's authorisation is required should be specified)
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII . To this end, all Bids submitted shall include the following information
  - (1) The legal status, place of registrations and principle place of business of the company or firm or Partnership etc.

## **12. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- (a) a detailed description of the essential technical and performance characteristics of the goods ;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of six years, following commencement of the use of the goods by the Purchaser;
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (d) a confirmation that, if the Bidder offers system and/or other software manufactured by another company, such software operates effectively on the system offered by the Bidder; and the Bidder is willing to accept responsibility for it's successful operations; and
- (e) A confirmation that the Bidder is either the owner of the intellectual property rights in the hard ware and software items offered, or it has the proper authorisation and / OR license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.

12.3 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its



Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **13. Bid Security**

- 13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V -Schedule of Requirements.
- 13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:
- (a) A non-conditional bank guarantee or an irrevocable letter of credit in the name of "Commissioner for Public Instruction, Bangalore", (Purchaser) issued by a nationalized/scheduled bank located in India .
  - (b) Be substantially in accordance with one of the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission.
  - (c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
  - (d) Be submitted in its original form; copies will not be accepted; and
  - (e) remain valid for 45 days beyond the validity of period of the bid; or beyond any period of extension subsequently requested under ITB clause 14.2
  - (f) A demand draft / B G in the name of "Commissioner for Public Instruction, Bangalore" (Purchaser).
- 13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 14.
- 13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 31, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.7 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in case of a successful Bidder, if the Bidder fails:
    - (i) to sign the Contract in accordance with ITB Clause 34; or
    - (ii) to furnish performance security in accordance with ITB Clause 35.

### **14. Period of Validity of Bids**

- 14.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected

by the Purchaser as non-responsive.

- 14.2 In exceptional circumstances, the Purchaser 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 (or by cable or telex or fax). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## **15. Format and Signing of Bid**

- 15.1 The bidder shall furnish proof / evidence for the qualification criteria by enclosing related documents, certifications, bid security, manufacturers authorization form in case of authorized distributors, certified copies of audited financial statements for the past three years, Technical Specification of goods for which bids are submitted and all the relevant documents specified in the bidding documents in a separate sealed cover super scribing '**Technical Bid**' and the Price Schedule, Bid form and Price Schedule for annual maintenance as per the formats given in the bidding document in another sealed cover separately super scribing '**Commercial Bid**'. The 'Technical Bids' will be opened on the dates specified in the bidding document in presence of the bidders and the 'Commercial Bids' of the responsive bidders only will be opened in presence of the responsive bidders or their authorized representatives. All the responsive bidders will be intimated in advance, the date & time of opening of the 'Commercial Bids' by speed post, fax & e-mail.
- 15.2 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

## **Submission of Bids**

### **16 Sealing and Marking of bids**

- 16.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "**original**" and "**copy**". He shall then place all the inner envelopes in an outer envelope.
- 16.2 **The inner and outer envelopes shall:**
- (a) be addressed to the Purchaser at the following address: Commissioner for Public Instruction New Public Offices Nrupathunga Road, **Bangalore -560001**.
  - (b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement "**Do not open before 16.00 hours on 06-03-2009**"

16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16.5 Telex, cable or facsimile bids will be rejected.

#### **17. Deadline for Submission of Bids**

17.1 Bids must be received by the Purchaser at the address specified under ITB Clause 16.2 no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **18. Late Bids**

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

#### **19. Modification and Withdrawal of Bids**

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.7.

## **E. Bid Opening and Evaluation of Bids**

### **20. Opening of Bids by the Purchaser**

20.1 The Purchaser will open all Technical bids, in the presence of Bidders or their authorised representatives who choose to attend, at **16.00 hours on 06-03-2009** and in the following location:

O/o. Commissioner for Public Instruction  
New Public Offices, Nrupathunga Road,  
**Bengalooru - 560001**

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Purchaser will prepare minutes of the bid opening.

### **21. Clarification of Bids**

21.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

### **22. Preliminary Examination**

22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limited liability (GCC Clause 28) Applicable law (GCC Clause 30) and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **23. Evaluation and Comparison of Bids**

- 23.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 23.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 23.4 and in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the SCC;
  - (d) the availability in India of spare parts and after-sales services for the equipment offered in the bid; and
- 23.4 Pursuant to ITB Clause 23.3, one or more of the following evaluation methods will be applied:
- (a) ***Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals:***
    - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 9.2 (iii).

The above costs will be added to the bid price.

(b) ***Delivery Schedule:***

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 2 months of stipulated delivery period will be treated as non-responsive.

(c) ***Deviation in Payment Schedule:***

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 18 percent per annum.(Commercial Bank rate of interest plus 2%).

(d) ***Spare Parts and After Sales Service Facilities in India:***

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(e) ***Cost of 3 years Maintenance Service after 36 months warranty period:***

The cost of 3 years maintenance service charge after the warranty period will be added to bid price for each schedule after discounting to the net present values at a discount rate of 10 percent.

**24. Contacting the Purchaser**

24.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**F. Award of Contract**

**25. Post qualification**

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.3

(b) and is qualified to perform the contract satisfactorily.

23.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the

Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

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

## **26. Award Criteria**

26.1 Subject to ITB Clause 28, the Purchaser 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, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **27. Purchaser's right to vary Quantities at Time of Award**

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent the quantity of goods and services originally specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

## **28. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

28.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding 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 the Purchaser's action.

## **29. Notification of Award**

29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 13.

29.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

## **30. Signing of Contract**

30.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

### **31. Performance Security**

31.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30.2 or ITB Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

### **32 Corrupt or Fraudulent Practices**

32.1 The Government requires that the Bidders/ Suppliers/ Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy of the Government:

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

32.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.



## SECTION III: GENERAL CONDITIONS OF CONTRACT

### General Conditions of Contract

#### 1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

#### 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### 3. Country of Origin

3.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standard shall be latest issued by the concerned institution.

#### 4. Use of Contract Documents and Information

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

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by Government if so required by the Government.

## **5. Patent Rights**

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. Performance Security**

- 6.1 Within 7 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount of 5% of the Contract Value excluding annual Maintenance cost, valid up to 7 days after the date of completion of performance obligations including warranty obligations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) A cashier's cheque, banker's certified cheque, or crossed demand draft or Pay order drawn in favour of the purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.
- 6.6 Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

## **7. Inspections and Tests**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data -shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **7.6 Manuals and Drawings**

- 7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

## **7.7 For the System & Other Software the following will apply :**

The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

## 7.8 Acceptance Certificates:

7.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

7.8.2 The training as per clause 24 of Special Conditions of Contract shall be conducted on the dates mutually agreed upon and within two months from the date of acceptance of supply.

## 8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 **Packing Instructions** : The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and
- v) Packing list reference number.

## 9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

## 10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (Final destinations) on "All Risks" basis including War risks and Strikes.

## 11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **12. Incidental Services**

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

## **13. Spare Parts**

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser 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:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The supplier shall carry sufficient inventories to assure ex-stock supply of spares for the Goods supplied.

## **14. Warranty**

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they 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 Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination

indicated in the Contract, or for 40 months after the date of receipt of goods whichever period concludes earlier. The supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributed to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion either;

- (a) 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 expense and to carry out further performance test in accordance with SCC4 OR
- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the technical Specifications.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 "Upon receipt of such notice, the Supplier, within the period specified in SCC, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 3 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14.6 The supplier shall guarantee a 90% uptime of computer systems/peripherals.

14.7 If any computer system(s) gives continuous trouble, say six times in a month during the warranty period, the supplier shall replace the system(s) without any additional cost to the Purchaser.

14.8 Maintenance and Service:

- i) Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, for next three years, annual maintenance and repairs of the entire system including supply of spares etc. will be done by the Supplier. The annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly installments at the end of each quarter from the date of completion of the warranty subject to satisfactory services rendered as specified in the bid document and the resultant contract as per the rates quoted in the price schedule.
- ii) "Upon receipt of the supplier's notice in writing of any claims arising under this warranty, the Supplier, within the period specified in SCC, repair or replace the defective goods or parts thereof free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

- iii) If any system(s) gives continuous trouble, say six times in a quarter during the warranty period, the supplier shall replace the system(s) without any additional cost to the Purchaser.
- iv) Free maintenance services shall be provided by the Supplier during the period of warranty.
- v) The Supplier must provide and maintain Computerised logging systems for logging of calls. A trouble ticket should be given. Downtime to be calculated using this software.
- vi) Downtime shall be counted starting 24 hours after the time of trouble ticket. vii) The average down time per month for all systems put together shall not be more than 5%.
- viii) No System shall be down for more than 72 hours in one stretch. If it exceeds the penalty shall be Rs. 500.00 per day.
- ix) The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

14.9 The warranty cost will be 7% of the value of the contract per year, i.e., 21% for three years which shall be by way of Bank Guarantee.

## **15. Payment**

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

## **16. Prices**

16.1 Prices payable to the supplier as stated in the contract shall be fixed during the performance of the contract.

## **17. Change Orders**

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, 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 Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **18. Contract Amendments**

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. Assignment**

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **20. Subcontracts**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub contract shall be only for bought out items and sub assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

## **21. Delays in the Supplier's Performance**

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.2 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22. Liquidated Damages**

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, as will be agreed upon in the Service Level Agreement, executed by the supplier –



- (a) No System shall be down for more than 72 hours in one stretch. If it exceeds the penalty shall be Rs. 500.00 per day.
- (b) The penalty for percentage for downtime above 5% per month shall be 5% of the monthly warranty cost, which shall be calculated as 1/36 of 21% of the total cost of the system(s).
- (c) For down time above 10% per month, shall attract penalty of 10% of monthly warranty cost.
- (d) The bidder will be at liberty to close a call by temporary replacement of equipments of similar and approved brand. However, if the defective equipments is not put back within 15 days, then the penalty will start as if the equipment is defective from the first day itself.

### **23. Termination for Default**

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

### **24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **25. Termination for Insolvency**

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **26. Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 7 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **27. Resolution of Disputes**

27.1 The Purchaser and the supplier 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.

27.2 If, after thirty (30) days the parties fail to resolve their dispute or difference by such consultations, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein;

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any money due to the supplier.

## **28. Limitation of Liability**

28.1 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5,

- (a) The supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damage to the purchaser; and this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English 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 the same language.

## **30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

## **31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

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

## **32 Taxes and Duties**

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

#### 1. Definitions (GCC Clause 1)

- (a) The Purchaser is The Commissioner for Public Instruction, Bangalore.
- (b) The Supplier is \_\_\_\_\_ (to be filled at the time of signing contract)

#### 2. Inspection and Tests (GCC Clause 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, as stated in Clause 21 of S.C.C. the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in Section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- (ii) The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% or the duration of test period shall be considered as satisfactory.
- (iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

### 3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Insurance Certificate;
- (iv) Manufacturer's/Supplier's warranty certificate; The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
- (v) Inspection certificate issued by the nominated inspection agency and the suppliers factory inspection report, and
- (vi) Certificate of Origin.

### 4. Incidental Services (GCC Clause 12)

The following services shall be furnished and the cost shall be included in the contract price:

- a. Performance of the on-site assembly, commissioning and start-up of the equipment.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- c. Training of the Purchaser's personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software, as specified in the Clause 16 of S.C.C.
- d. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- e. Maintenance and/or repairs of the supplied goods for a period of three years after the end of the warranty period. The bidder should indicate the spares and their costs, if any, which are not included in the maintenance contracts.
- f. The Annual Maintenance Contract (AMC) will be comprehensive and will cover the cost of all the spare parts required for replacement/repair the computer system except consumable items like printer-bands, printer-ribbons, printer-heads, stationery etc. The AMC may be on regular basis to ensure the minimum downtime of the system. In other words AMC should assure 98% uptime of all computer systems/peripherals.

**5. Payment (GCC Clause 15)**

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) *On Delivery*: Ninety percent of the Contract Price excluding cost of warranty and maintenance and/or repair charges shall be paid on receipt of goods and upon submission of the documents specified on Clause 6 above;
- (ii) *On Final Acceptance*: the remaining ten percent of the Contract Price shall be paid within 30 days after the date of the Acceptance Certificate issued by the Purchaser's representative for the respective delivery, commissioning and training. (excluding maintenance and/or repair charges, if any)

**6. Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to clause 27.2.2 shall be as follows;

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

**7. Notices (Clause 31)**

- 7.1 For the purpose of all notices, the following shall be the address of the Purchaser and Supplier. Purchaser: The Commissioner for Public Instruction  
New Public Offices Nrupathunga Road,  
**Bangalore -560001**

Supplier: (To be filled in at the time of Contract Signature)

.....

**8. Progress of Supply:**

Supplier shall regularly intimate progress of supply, in writing to the Purchaser as under

- Quantity offered for inspection and date
- Quantity accepted/rejected by inspection agency and date
- Quantity dispatched/delivered to consignees and date
- Quantity where incidental serviced have been satisfactorily completed with date,
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;

- Date of completion of entire contract including services if any, and
- Date of receipt of entire payment under the contract.

**9. Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**10. Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

**11. Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

**12. Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

**13. Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

**14. Hardware Installation:**

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

**15 Hardware Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

**16 Training:**

For each hardware and software component installed, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.

**17 Technical Documentation:**

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



## **SECTION :V : SCHEDULE OF REQUIREMENTS**

### **Delivery Schedule :**

Delivery, Installation at the site & ensuring satisfactory functioning should be done with in 7 days on receipt of notification of award of contract.

### **Bid Security :**

Bid Security of Rs.2,50,000.00 (Rupees Two lakhs Fifty Thousand Only) by way of Bank Guarantee valid for 60 days from the date of last date of submission should be submitted along with the Bidding document.

#### **ON SITE DETAILS:**

Sl.No	Name of District Deputy Director of Public Instruction Office	Items to be Delivered/Installed & serviced	
		Desktop	Laptop
1.	CPI's Bengalooru	--	05
2.	Bengalooru North	--	01
3.	Bengalooru South	--	01
4.	Bengalooru Rural	15	01
5.	Ramanagaram	--	01
6.	Kolar	15	01
7.	Chikkaballapura	--	01
8.	Madhugiri	15	01
9.	Tumkur	15	01
10.	Chamarajanagar	--	01
11.	Mysore	15	01
12.	Mandya	15	01
13.	Udupi	--	01
14.	Dakshina Kannada	--	01
15.	Kodagu	--	01
16.	Davanagere	--	01
17.	Chitradurga	--	01
18.	Chikkamagalur	15	01
19.	Shimoga	--	01
20.	Hassan	--	01
21.	Haveri	--	01
22.	Gadag	--	01
23.	Dharwad	--	01
24.	Belagavi North (Chikkodi)	--	01
25.	Belagavi	--	01
26.	Bagalkote	--	01
27.	Bijapur	15	01
28.	Uttara Kannada	--	01
29.	Yadgiri	--	01
30.	Gulbarga	--	01
31.	Koppal	--	01
32.	Raichur	--	01
33.	Bidar	--	01
34.	Bellary	--	01
	<b>TOTAL</b>	<b>120</b>	<b>38</b>

**SECTION VI - TECHNICAL SPECIFICATIONS**

<b>Desktop</b>	
<b>Feature</b>	<b>Specifications</b>
	AMD Phenom 9750(2.4 GHz, 2MB L2 cache, 2MB L3 cache, 3600 MHz Hyper Transport bus)/Intel Core 2 Duo E8400 Processor (3.0 GHz, 6 MB L2 cache, 1333 MHz FSB) or Higher
Chipset	Intel G31 Intel Chipset supporting 1333 MHz FSB/AMD 780V chipset or higher
Motherboard	Intel or OEM Motherboard
Memory	1 GB DDR2 PC2-5300 (667MHz) & Non ECC Expandable to 4 GB
Hard Disk Drive & Controller	250GB SATA 3.0-Gb/s Hard Drive, 7200 RPM
Optical Drive	DVD Writer
Graphics	Intel Graphics Media Accelerator 3100 integrated graphics
Ethernet	Integrated Gigabit Network Connection
Bays	6 Bays: 2x 5.25 external, 2 x 3.5 external, 2 x 3.5 internal.
Slots	Minimum 4 Slots : 3 PCI, 1 PCI Express x16
Ports	6 USB (4 rear + 2 front), 1 serial port, 1 parallel port, 2 PS/2 ports, 1 RJ-45, 1 VGA, 1 Audio in/out,
Form Factor	Micro ATX Tower
Power Supply	Minimum 250-watt power supply
Monitor	17" LCD monitor: Resolution : 1280 x 1024 @ 75 Hz, Aspect ratio- 4:3
Keyboard	PS/2 or USB 104 keys keyboard
Mouse	PS/2 or USB 2 button optical scroll mouse
Software	Asset Management, Remote diagnostics, Inventory Management, Back Up and Recovery software
Operating Systems	Pre Installed Microsoft Windows XP Pro SP2 with Vista Recovery CD
Security	1. Removable media boot control 2. Serial, Parallel & USB Interface Control 3. Power-On Password 4. Setup Password
Compliance & Certification	For OEM : ISO 9001 : 2000 For PC : Win XP/DMI/Red hat certification For Monitor : TCO 03
Warranty	3 Years Comprehensive on site

Schedule II

**Laptop Specification – 12.1 inch**

SI No	Description	Specification
1	Processor	Intel Core 2 Duo Processor P8400 2.26GHz, 3 MB L2 cache, 1066 MHz
2	Chipset	Intel GM45 Chipset
3	RAM	1GB DDR 2 RAM667 MHz
4	Cache	3 MB L2 Cache
5	HDD	160 GB SATA
6	<b>Monitor</b>	<b>12.1" WXGA color TFT display (1280 x 800)</b>
7	Ports	3*USB(v2.0), 1*VGA port, 1*RJ 11 connector for Modem, 1*RJ45 connector for Ethernet, 1*DC-in, 1*PCI Express Card Slot, Inbuilt Dual Speaker, Integrated touchpad
8	Wireless Solution	Wireless LAN – Intel 3945ABG
9	Card Reader	Integrated 5 in 1 card reader
10	Bluetooth	Integrated Bluetooth
11	Webcam	Integrated Webcam
12	Modem	Integrated 56KBPS modem
13	Finger print reader	Integrated finger print reader
14	Optical Drive	DVD super multi drive
15	Ethernet	10/100/1000 MBPS LAN
16	Operating System	Microsoft Windows XP preloaded with Windows Vista License
17	Battery	8 Cell Li-on battery up to 4.5 - 5.0 hours battery backup
18	Weight	< 2.3 Kgs
19	Warranty	3 Years comprehensive onsite warranty
20	Carry case	Carry case should be provided

**SECTION VII(Referred to in Clause 11.2 (b) of ITB Bid Data Sheet)QUALIFICATION REQUIREMENTS**

(a)

- i. The bidder should be a manufacturer with ISO 9001/14001 certified, who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'schedule of requirements' up to at least 100% of the quantity required in the last 3 years and
- ii. More than Indian Rs. 50 Crores Average Annual Turn - from the Manufacture and sale of Computer Systems/Projectors and related accessories over for the past three years.
- iii. The Bidder should have minimum 3 authorised service centers in each of the four divisions of Karnataka, Viz. Bangalore, Mysore, Belgaum and Gulbarga. Each Service centers should have minimum two service engineers and sufficient spare parts. List of districts falling under each division is given in Section XVII.

(b) Bids of bidders quoting as authorized representative of a computer manufacturer, meeting with the above requirement in full, can also be considered provided:

- i. the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
  - ii. the bidder, as authorized agent, has supplied, installed and commissioned satisfactorily at least 50 % of the quantity specified in the Schedule of Requirements in the last three years,
  - iii. More than Indian Rs. 50 Crores Average Annual Turn -over from the sale of Computer Systems/Projectors and related accessories for the past three years. and
  - iv. The Bidder should have minimum 3 authorised service centers in each of the four divisions of Karnataka, Viz. Bangalore, Mysore, Belgaum and Gulbarga. Each Service centers should have minimum two service engineers and sufficient spare parts. List of districts falling under each divisions is given in Section XVII.
1. The bidder must quote for Laptops which has the Global Service Warranty facility.
  2. The bidder should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.
  3. The System supplied must be capable of running the multi-media contents including the contents which are currently in operation. The bidders may be required to make a demonstration of the equipment(s) quoted in this regard, when asked for by the purchaser.
  4. All bids submitted shall also include the following information
    - (i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.

- (ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments, in the proforma given under section XIV.
  - (iii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
  - (iv) Details of Service Centres and information on service support facilities that would be provided after the warranty period [in the Service Support Form given in Section XV.
  - (v) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.
  - (vii) The bidder should submit the undertaking that the firm is not blacklisted by any Govt/Quasi-Government.
5. The successful bidder shall execute a Service Level Agreement (SLA) provided under Section XVI. This SLA should be signed along with the contract form. Bidder, who fails to execute the service level agreement will be treated as non-responsive.

**SECTION VIII: BID FORM**

Date :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said bidding documents for the sum of ..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of ..... *(number)* days after the date fixed for bid opening under Clause 22 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Name and address of agent	Amount in Rupees	Purpose of Commission or gratuity

(if none, state "none").

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

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

\_\_\_\_\_  
*(signature) (in the capacity of)*  
Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**Section-IX**  
**PRICE SCHEDULE**

Sl. No	Item / specifications	Qty. and Unit	Ex-Factory/ ex-warehouse /ex-showroom/ off the shelf	inland transport, insurance and other local costs incidental to delivery	Sales and other Taxes payable if contract awarded	Unit Price (4+5+6+7)	Total Price 3 x 8
1	2	3	4	5	6	7	8
1	Schedule I						
	Total						

Note :

- i. Conditional discounts will not be considered for evaluation.
- ii. In case of discrepancy between unit price & total price, unit price shall prevail.
- iii. The cost of warranty shall not be less than 7% of the cost of the system per year.

Those who quote less than 7% shall have to deposit the difference amount as deposit with the purchaser through Demand Draft.

Total Bid price in Words .....

Place :

Date :

Signature Name Business Address

**SECTION X: BID SECURITY FORM**

Whereas .....<sup>1</sup> (*hereinafter called "the Bidder"*) has submitted its bid dated ..... (*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto ..... (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity,
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders,

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)



## SECTION XI/1: CONTRACT FORM

**THIS AGREEMENT** made the .....day of....., 20.... Between .....  
(*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter "the Purchaser") of the one  
part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*)  
(hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz.,  
..... (*Brief Description of Goods and Services*) and has accepted a bid by the  
Supplier for the supply of those goods and services in the sum of ..... (*Contract  
Price in Words and Figures*) (hereinafter called "the Contract Price").

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

---

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS
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**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

**SECTION XI/2. PERFORMANCE SECURITY FORM AND BANK GUARANTEE FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier)  
hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....  
dated,..... 20... to supply.....(Description of Goods and  
Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall  
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as  
security for compliance with the Supplier's performance obligations in accordance with the  
Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of  
the Supplier, up to a total of ..... (Amount of the  
Guarantee in Words and Figures) and we undertake to pay you, upon your first written  
demand declaring the Supplier to be in default under the Contract and without cavil or  
argument, any sum or sums within the limit of ..... (Amount of Guarantee) as  
aforesaid, without your needing to prove or to show grounds or reasons for your demand or  
the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20....

Address:.....

.....  
.....



SECTION XIII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM

No. \_\_\_\_\_ dated

To

Dear Sir:

Bid Reference :\_No.: PL-10/F.BI-CY-PROJ-1/2008-09 Dated 04-06-2008

We \_\_\_\_\_ who are established and reputable manufacturers of *(name and descriptions of goods offered)* having factories at \_\_\_\_\_ *(address of factory)* do hereby authorize M/s \_\_\_\_\_ *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above Bid referred above.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this bid.

Yours faithfully,

(Name)

(Name of manufacturers)

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 bind the manufacturer. It should be included by the Bidder in its bid.

**SECTION XIV  
CAPABILITY STATEMENT**

1. Name & Address of the Tenderer Phone:
2. Classifications 1. Manufacturer  
2. Authorised Importer
3. Plant: a. Location  
b. Description, Type & size of building  
c. Is property on lease or free hold? If on lease indicate date of expiry of lease in such case
4. Type of equipment manufactured and supplied during last 2 years.

Name of equipment	Capacity/Size	Nos. manufactured	Nos. of orders on hand
-------------------	---------------	-------------------	------------------------

5. Types of equipments supplied during last 2 years other than those covered under 4 above.

Name of equipment	Capacity size and model	Name of Manufacturer	Total Nos. supplied in India	No. of orders on hand

6. Turnover for similar equipments sold in last two years.
7. Details of Testing facilities available
- a. List testing equipment available
  - b. Give details of tests which can be carried out on items offered
  - c. Details of the testing organization available.
8. Personnel organization:  
 Give organization chart for following indicating clearly the No. of employers at various levels.
- a. Quality assurance
  - b. Production
  - c. Marketing
  4. Service
  14. Spare parts
  15. Administrative
9. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability.

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

**SECTION-XV**

**PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST  
AFTER WARRANTY PERIOD**

A	B	C	D	E
<b>Pack No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Annual Maintenance &amp; Repair Cost for each unit per year Rs./Year</b>	<b>Total Maintenance charges for 3 years in Rupees</b>

Note: In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of the Bidder: \_\_\_\_\_

Name : \_\_\_\_\_

Business Address: \_\_\_\_\_

Place:

Date: