

**GOVERNMENT OF KARNATAKA**

KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
6<sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.

**e-TENDER NOTIFICATION FOR  
THE SUPPLY OF LAPTOP COMPUTERS TO APRIL-2020 S.S.L.C. EXAM TOPPERS**

IFT No.: B1/I.L.D.T.21/2019-20

DATE- 10.02.2020

TENDER DOCUMENTS  
(To be used for furnishing bids by the eligible firms)

**Address for communication:**

DIRECTOR, EXAMS  
KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
6<sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.

**Phone No's: 080-23349434 Fax: 080- 23347670**

WEB SITE: [www.kseeb.kar.nic.in](http://www.kseeb.kar.nic.in)

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**TENDER SCHEDULE**

**e-TENDER NOTIFICATION FOR**

**THE SUPPLY OF LAPTOP COMPUTERS TO APRIL-2020 S.S.L.C. EXAM TOPPERS**

1	TENDER REFERENCE NO & DATE	No: B1/I.L.D.T.21/2019-20 DATE-10-02-2020.
2	APPROXIMATE VALUE OF TENDER	Rs. 341.04 Lakhs
3	EMD AMOUNT	Rs. 6,82,000/-
4	TENDER COMMENCEMENT DATE	14.02.2020    10.30 am
5	PRE-BID MEETING	16.03.2020    11.30 am
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	15.04.2020    11.30 am
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	17.04.2020    12.30 pm
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	22.04.2020    04.00 pm
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 <sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.

**SECTION I**  
**INVITATION FOR TENDER (IFT)**

IFT NO:No: B1/I.L.D.T.21/2019-20 DATE: 10-02-2020

1. The Director, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> cross, Malleswaram, Bengaluru-560003, invites e-tenders from eligible bidders for **“the supply of Laptop Computers to April-2020 S.S.L.C. Exam Toppers.”**
2. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents may be downloaded from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and [www.kseeb.kar.nic.in](http://www.kseeb.kar.nic.in) . The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in> . Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone
4. The Earnest Money Deposit shall be paid through any of the following e-payment modes.
  - a. Credit card
  - b. Direct debit (ICICI bank holders only)
  - c. National Electronic Fund Transfer.
  - d. Remittance over the ICICI Bank counters using OTC challan anywhere in India.The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK’s central pooling a/c held at ICICI Bank
5. Technical bids will be opened on **17.04.2020 at 12.30 pm.**, in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. Other details can be seen in the tender document.

### ABBREVIATIONS

1	<b>ITT</b>	Instructions to Tenderers
2	<b>IFT</b>	Invitation for Tenders
3	<b>GCC</b>	General Conditions of Contract
4	<b>SCC</b>	Special Conditions of Contract
5	<b>KSEEB</b>	Karnataka Secondary Education Examination Board
6	<b>EMD</b>	Earnest Money Deposit
7	<b>CeG</b>	Centre for e-Governance
8	<b>OEM</b>	Original Equipment Manufacturer

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## **SECTION – II: INSTRUCTIONS TO TENDERERS**

### **A. INTRODUCTION**

#### **1 Eligible Tenderers**

1.1 Tenderers 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 supply goods for the preparation of the design, specifications, and other documents to be used for the supply of goods to be purchased under this Invitation for Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

#### **2. Cost of Tendering:**

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Director, K.S.E.E.Board, 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 tender process.

### **B. TENDER DOCUMENTS**

#### **3. Contents of Tender Documents**

3.1 The Goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- a. Instructions to Tenderers (ITT);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications;
- f. Qualification criteria;
- g. Tender Form and Price Schedules;
- h. Technical Bid;
- i. Earnest Money Deposit Form;
- j. Contract Form;
- k. Performance Security Form;
- l. Manufacturer's Authorization Form
- m. Compliance to Technical Specifications
- n. Service Support Form

3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Tenderer's risk and may result in rejection of its tender.

#### **4 Amendment of Tender Documents**

4.1 A prospective Tenderer requiring any clarification of the tender 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 Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders 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 tenderers which have received the tender documents.

## **5 Amendment of Tender Documents**

- 5.1** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal only. No individual communication is made in this regard by the KSEEB.
- 5.2** In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.
- 5.3** Pre-bid meeting shall be held on 16.03.2020 at 11.30 pm at KSEEB, 6th Cross, Malleshwaram, Bengaluru-560 003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 11.30AM of 16.03.2020.

## **C. PREPARATION OF TENDERS**

### **6 Language of Tender**

- 6.1** The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser shall be written in English/Kannada language.

### **7 Documents constituting the Tender**

- 7.1** The tender prepared by the Tenderer shall comprise the following components:
  - a) A Tender Form and a price Schedule completed in accordance with ITT Clauses 8,9 and 10;
  - b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - c) Documentary evidence established in accordance with ITT Clause 12 that the Goods to be supplied by the Tenderer conform to the tender documents; and
  - d) Earnest Money Deposit furnished in accordance with ITT Clause 13.

### **8 Tender Form**

- 8.1** The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Goods to be delivered, quantity and prices.

### **9 Tender Prices**

- 9.1** The tenderer shall indicate the cost of each Laptop Computer and total cost of entire quantity on the price schedule that shall be inclusive of all statutory taxes, packing with bag, transportation and warranty, period shall be specified.
- 9.2** Prices on the Price Schedule shall be entered including all taxes:
  - (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including 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.
- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

## **10 Tender Currency**

**10.1** Prices shall be quoted in Indian Rupees:

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

- 11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:
  - (a) That in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified).  
[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]
  - (b) That the Tenderer 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 tenders submitted shall include the following information:
    - i. The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
    - ii. Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

## **12 Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

- 12.1** Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 12.2** The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:



- (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 two years, following commencement of the use of the goods by the Purchaser; and
- (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 tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for it's successful operations; and
- (e) a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization 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 ITT Clause 12.2(c) above, the Tenderer 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 Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **13 Earnest Money Deposit**

**13.1** Pursuant to IFT Clause 7, the Tenderer shall furnish, as part of its tender, a earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

**13.2** The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

**13.3** The earnest money deposit shall be denominated in Indian Rupees and shall:

- a) Be credited to the account of Centre for e-governance.
- b) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
- c) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

**13.4** Any not secured in accordance with ITT Clauses 13.1 and 13.3 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

**13.5** Unsuccessful Tenderer's tender securities will be returned as promptly as possible as but not later than 30 days after the submission of bid security on written request.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.

13.7 The earnest money deposit may be forfeited:

- (a) if a Tenderer
  - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
  - (ii) does not accept the correction of errors pursuant to ITT Clause 22.3 or
- (b) in case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the Contract in accordance with ITT Clause 30; or
  - (ii) to furnish performance security in accordance with ITT Clause 31.

#### **14 Period of Validity of Tenders**

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

#### **15 Format and Signing of Tender**

15.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern

15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

### **D. SUBMISSION OF TENDERS**

#### **16 Sealing and Marking of Tenders**

Not Applicable since Tenders are submitted through e-tender.

#### **17 Deadline for Submission of Tenders**

17.1 Tenders must be uploaded and signed as specified, not later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

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

17.3 Telex, Cable or facsimile tenders will be rejected.

- 17.4 Tender should be submitted in 2 cover system
1. Technical bid (cover-I) as per section VII-A qualification criteria.
  2. Commercial bid (cover-II) as per section VIII-B

## **18 Late Tenders**

- 18.1 e- procurement web-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

## **19 Modification and withdrawal of Tenders:**

- 19.1 The Tenderer may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

## **E. TENDER OPENING AND EVALUATION OF TENDERS**

### **20 Opening of Tenders by the Purchaser**

- 20.1 The Purchaser will open all technical bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at 12.30 pm on **17.04.2020** at the Office of the Director, Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 560003.
- 20.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- 20.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 20.4 The Purchaser will prepare minutes of the tender opening.

### **21 Clarification of Tenders.**

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

### **22 Preliminary Examination**

- 22.1 The Purchaser will examine the tenders 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 uploaded, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.
- 22.2 Where the Tenderer has quoted for more than one schedule, if the tender security

furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

**22.3** 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 there is a discrepancy between words and figures, the lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

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

**22.5** Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender 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), Limitation of 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 tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

**22.6** If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

## **23 Evaluation and Comparison of Tenders**

**23.1** The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

**23.2** Bidder quoting lowest price in Section VIII B, shall be considered as the eligible bidder to execute the complete work.

## **24 Contacting the Purchaser**

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

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

## **F. AWARD OF CONTRACT**

### **25 Post qualification;**

- 25.1** The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.32(b) and is qualified to perform the contract satisfactorily.
- 25.2** The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3** An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **26 Award Criteria;**

- 26.1** Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer 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 of the quantity originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **28 Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

- 28.1** The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

### **29 Notification of Award**

- 29.1** Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer on e-procurement portal, that its tender has been accepted.
- 29.2** The notification of award will constitute the formation of the Contract.
- 29.3** Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4** If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

### **30 Signing of Contract**

- 30.1** At the same time as the Purchaser notifies the successful tenderer that its tender has

been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

**30.2** Within 07 working days of receipt of the Contract Form, the successful Tenderer shall enter into an agreement with the Purchaser on Rs.200/- Stamp Paper (being First party as Purchaser & Second party as Supplier) and return to the Purchaser.

### **31 Performance Security**

**31.1** Within 7 working days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract (GCC Clause 6.1), in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

**31.2** Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

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

**32.1** The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, 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 Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (iii) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government 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 Government financed contract.

**32.2** Furthermore, Tenderers 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**

### **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. Standards**

3.1 The Goods delivered 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 and such standards shall be the latest issued by the concerned institution.

#### **4. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 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 the Government, if so required by the Government.

#### **5. Patent Rights;**

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 working days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance 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, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
  - b. A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
  - c. Specified small savings instruments duly pledged to 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 any Warranty obligations, under the Contract.



6.5 In the event of any contract amendment, the Supplier shall, within 20 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 60 days after the completion of performance obligations including Warranty obligations.

## 7. Third Party 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, before the delivery to the destination. The Supplier shall have extended 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 The Quality inspections and tests are to be conducted on 10:1 random basis by any Central or State Government Undertaking or Third Party notified by the Karnataka State Government.

7.4 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.

7.5 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 because of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.6 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

### 7.7 Manuals and Drawings

7.7.(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.

7.7.(2) The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.7.(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.

### 7.8 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.

#### 7.9 Acceptance Certificates:

7.9(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.

### **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) Suppliers Name, and iv) Packing List Reference number.

8.4 The Supplier shall have to add Certificates, if any, need to be distributed to the beneficiaries, which shall be printed and supplied by the Purchaser.

8.5 Since the Certificates are in the name of the student, the name of the student, school name, taluk and district names shall also have to be neatly written on the packing so as to reach the particular student.

### **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.

## **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 consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case, within 3 months of placement of order.

## **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 Upon receipt of such notice, the Supplier shall, within the period of 3 days and with all reasonable speed, 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.
- 14.3 If f 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.
- 14.4 The Supplier shall guarantee a 90% uptime of computer systems/peripherals.
- 14.5 The Supplier shall provide sufficient contact details along with computers for the beneficiaries to contact for any defect in the equipment and avail service.
- 14.6 If any Laptop system (s) gives continuous trouble, say six times in a month during the Warranty period, the Supplier shall replace the system(s) with new system(s) without any additional cost to the Purchaser.

## 15. Payment

- 15.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.
- 15.2 **Contract price shall be released after the deduction of TDS under Income-tax Act/Rules and Goods and Service tax at the prevailing rate to the supplier on producing relevant documents of supply to all the destinations against delivery challans duly signed with official seal of the accepting authority. No delivery challan is accepted without the date of acceptance written by the accepting authority.**
- 15.3 14.5 Payment shall be made in Indian Rupees.

## 16. Prices

- 16.1 Prices payable to the Supplier as stated in the contract shall be firm 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 30, 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** 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 tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

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

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

**21.1** Delivery of Goods 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 should encounter conditions impeding timely supply of goods, 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.

**21.3** 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2.2 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, a sum equivalent to 0.5% of the delivered price of the total value of the goods pertaining to particular district for each **day** of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

## **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 Purchaser, 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 Purchaser 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 23.1, 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 30 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. Settlement 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 have failed to resolve their dispute or difference by such mutual consultation, 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.

- a. 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.
  - b. 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
  - b. otherwise agree; and
  - c. The Purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement,

- (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 production, or loss of profits or interest costs, provided that 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 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 statutory taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.



## **SECTION IV: 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 Karnataka Secondary Education Examination Board.
- (b) The Supplier is (To be filled at the time of Contract signature)

### **2. Third Party Inspection and Tests (GCC Clause 7)**

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

- (i) Third Party 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 Third Party inspection testing along with the supplier's inspection report and manufacturer's warranty certificate.
- (ii) The acceptance test will be conducted by the Third party notified by the Government of Karnataka. 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.
- (iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding one week 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 email/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 contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

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.

The supplier has to supply the warranty certificate for each laptop to the Beneficiary. The supplier has to give free service during warranty period.

#### **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 supply of packed items to all the districts.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- c. 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 one year during the warranty period.

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

(i) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

**(ii) Contract price shall be released after the deduction of TDS under Income-tax Act/Rules and Goods and Service tax at the prevailing rate to the supplier on producing relevant documents of supply to all the destinations against delivery challans duly signed with official seal of the accepting authority. No delivery challan is accepted without the date of acceptance written by the accepting authority.**

(iii) Payment shall be made in Indian Rupees.

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

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2b 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 disputes or

difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the <sup>9</sup>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 Bengaluru, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the Arbitrator 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)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Karnataka Secondary Education Examination Board,  
6<sup>th</sup> cross, Malleshwaram, Bengaluru-560 003

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

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**8. Progress of Supply:**

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

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;

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

If after delivery and acceptance 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:**

- i. 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.
- ii. 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.
- iii. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- iv. 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 :**

Deleted

**14. Hardware Installation:**

The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation before the dispatch of equipment. The Supplier shall install OS and configure before dispatching.

**15. Training:**

**Deleted**

**16. 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.

**17.** The Director, Exams, KSEEB holds the discretionary power to waive off any penalty fully or partially mentioned under Clause 22 of GCC based on valid reason.

**18. Debarment/Black listing:**

**18.1** The KSEEB reserve the right to black-list debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts which may be awarded to the bidder/supplier pursuant to the tender provided however, that the KSEEB shall be obliged to allow on opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed any such order of black-listing/debarment that may be passed by the KSEEB shall be without prejudice to other rights of actions available to the KSEEB against the bidder/supplier under the tender terms & conditions.

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

1. As per section II Clause 23, the Director, Exams, KSEEB, reserves the right to increase or decrease 25% of the above requirements.
2. Time schedule for the supply is tentative and shall be as follows;

### **Details of Laptop Computers to be supplied**

<b>Sl.No.</b>	<b>Districts</b>	<b>Approximate quantity</b>	<b>Remarks</b>
1	BENGALURU NORTH	784 Laptops	
2	BENGALURU SOUTH		
3	BENGALURU RURAL		
4	BAGALKOTE		
5	BELGAUM		
6	BELLARY		
7	BIDAR		
8	BIJAPUR		
9	CHAMARAJANAGAR		
10	CHICKBALLAPURA		
11	CHICKAMAGALUR		
12	CHIKODI		
13	CHITRADURGA		
14	DAKSHINA KANNADA		
15	DAVANAGERE		
16	DHARWAD		
17	GADAG		
18	GULBARGA		
19	HASSAN		
20	HAVERI		
21	KODAGU		
22	KOLAR		
23	KOPPAL		
24	MANDYA		
25	MADHUGIRI		
26	MYSORE		
27	RAICHUR		
28	RAMANAGARA		
29	SHIMOGA		
30	SIRSI		
31	UDUPI		
32	TUMKUR		
33	UTTARA KANNADA		
34	YADGIR		

Serial Number	Brief Description	Approximate quantity	Delivery Schedule	EMD in Rupees
1	Laptop Computers as per the specification at Section VI	784 Nos.	<p>a) Equipments need to be ready for Pre-deliver inspection within 35(Thirty-Five) days from the date of issue of Supply order.</p> <p>b) Equipment needs to be delivered within 10 days from the date of issue of quality check clearance is given.</p> <p style="text-align: center;"><b>Note:</b></p> <ul style="list-style-type: none"> <li>• If the equipment's are ready for pre-deliver inspection before 35 days, unutilized days can be utilized for delivering the equipment's to the specified destinations and vice versa</li> <li>• Penalty shall be imposed as per Clause 21 and 22 of GCC Section III, if the delivery of the Laptops to the specified destinations are delay beyond 45 days.</li> </ul>	₹ 6,82,000/-

**Note: Soon after the receipt of the Clearance Certificate from the Board the supplier shall dispatch the goods in accordance with the Clause (b) & strictly adhere to the delivery schedule.**

## SECTION VI - TECHNICAL SPECIFICATIONS

1. Laptop Computers with following specifications shall have to be supplied without any deviation;

Sl.No	Component	Specification Details
1.	PROCESSOR	Core i3-8130U 8th Generation or higher
2.	Optical	Not Required
3.	RAM	Minimum 8GB DDR4 or higher. With Single dim slots with 16gb ram expandability
4.	DISPLAY	minimum 14" or Higher HD display with minimum 1366x768 pixel resolution Mercury Free
5.	HINGES	Metal reinforced hinges.
6.	Audio & Webcam	Two built-in stereo speakers with high definition audio support. Built-in microphone. Webcam
7.	WIRELESS DEVICE	Wireless 802.11 ac or higher
8.	KEYBOARD & TOUCH PAD DEVISE	Keyboard with touch pad with Multi gesture support
9.	HARD DISK	500GB HDD 5400rpm or higher.
10.	INTERFACES	RJ-45, Min. 2 USB2.0 & 1 USB 3.0,Audio combo port, AC Adapter Jack, HDMI /Display port
11.	Carry case	OEM carry Bag or Back pack
12.	Weight	Not exceeding 2.3 KGS including battery
13.	Operating System	Windows 10 Home 64 bit
14.	Battery life	min 4-hour backup during normal usage
15.	Soft wares	Apache open Office preloaded/Libre Open Office preloaded
16.	Warranty	2 years on site warranty for Laptop (including battery and adapter)

**Note:** The Tenderer shall upload the Data Sheet containing the Technical Specification of the Laptop intended to supply.



## **SECTION VII: QUALIFICATION CRITERIA**

(Referred to in Clause 9.2 of ITT)

1. The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the quantity required in any one of the last 3 years.
2. Tenderer Tenders of tenderers quoting as authorized representative of a 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 tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 30% of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years.
3. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.
4. The tenderer should furnish details of Service Centres and information on service support facilities that would be provided for the warranty period [in the Service Support Form given in Section XV].
5. The Tenderer should submit proof of Permanent Account Number (PAN) assigned by the Income Tax Department. Copy of the PAN card of the firm has to be uploaded as detailed below
  - a. If a firm is sole proprietorship PAN card copy of the proprietorship
  - b. If a firm is partnership PAN card copy of the firm only (partners PAN card copy will not be considered)
  - c. If a firm is private Ltd... or Public Ltd.. Company, PAN card copy of the company.
6. The Tenderer shall have to furnish the Audited balance sheet and Profit and Loss account for the financial years 2015-16, 2016-17 and 2017-18(preferably annual report of the company).
7. The Tenderer shall have to furnish the details of Income Tax returns filed for the financial years 2016-17, 2017-18 and 2018-19, i.e., Assessment year 2017-18, 2018-19 and 2019-20 respectively
8. The Tenderer shall have to furnish the GST Registration certificate.
9. The Tenderer shall have to provide complete compliance to the technical specifications of the Laptop Computers to be supplied.
10. EMD of Rs.6,82,000/- should be credited to CeG account as per IFT Clause (4)/ ITT Clause 11.
11. The Tenderer shall upload the Data Sheet containing the Technical Specification of the Laptop intended to supply.

SECTION VIII: TENDER FORM

**Office of the Director, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup>  
Cross, Malleshwaram, Bengaluru – 560 003.**

**“Supply of Laptop Computers to April-2020 S.S.L.C. Exam Toppers.”**

From,

To  
The Director, Exams,  
Karnataka Secondary Education Examination Board,  
6th Cross, Malleshwaram, Bengaluru – 560003.

Sir,

Having examined the Tender Documents including Addenda No: B1/I.L.D.T.21/2019-20 Date-10.02.2020, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for “Supply of Laptop Computers to April-2019 S.S.L.C. Exam Toppers.” in accordance with the Schedule of Prices attached herewith and made part of this tender. We undertake, if our tender is accepted, to deliver the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12 of the ITT 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 tender, 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”.

We understand that you are not bound to accept the lowest or any tender you may receive. We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

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

(SCAN AND UPLOAD)

*(signature)*

SECTION VIII-A

**TECHNICAL BID**

S.N	Details required	Uploaded( Yes/ No)
1	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	Copy of GST Registration.	
4	Document to prove that the bidder is the original equipment manufacturer (OEM) or an authorized dealer of OEM (Section XIII)	
5	Previous experience in the format mentioned under Section XII	
6	Annual turnover for the years 2016-17, 2017-18 and 2018-19.	
7	Copy of the PAN card (As specified under Section VII)	
8	Audited balance sheet and Profit and Loss account for the years 2016-17, 2017-18 and 2018-19.	
9	Income Tax returns filed for the financial years 2016-17, 2017-18 and 2018-19, i.e., assessment years 2017-18, 2018-19 and 2019-20 respectively.	
10	Compliance to Technical specifications as per section XIV	
11	List of service centers within the State of Karnataka (Section XV)	
12	The Tenderer shall upload the Data Sheet containing the Technical Specification of the Laptop intended to supply.	

Note: The Enclosures related to Sl.No. 1 to 11 must be self-attested and uploaded

**Seal and signature of the Tenderer**

(SCAN AND UPLOAD)

**SECTION VIII-B**

**PRICE SCHEDULE**

Schedule No.	Item Description	Quantity and Unit	Price for each Unit					Total Price (3x8)
			Ex-factory/Ex-warehouse/Ex-showroom/off-the shelf	Excise duty if any	Inland transportation, insurance and other local costs incidental to delivery	GST and other taxes payable if contract awarded	Unit Price (4+5+6+7)	
1	2	3	4	5	6	7	8	9
1	Laptop Computers with the required specification as mentioned in Section - VI along with supply and warranty.	784 Nos.	<b>Quote the total price inclusive of all taxes in the e-procurement portal only.</b>					

**Note: Quote the total price inclusive of all taxes in the e-procurement portal only.**

Total tender price in Rs  
(Words).....

**Note:**

- a) In case of discrepancy between unit price and total price, the unit price will prevail
- b) Tenderer should quote the Grand total in e-procurement portal.
- c) The Tenderer shall upload the Data Sheet containing the Technical Specification of the Laptop intended to supply.

Signature of Tenderer .....

Name and address: .....

**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable

**SECTION X:**

**CONTRACT FORM**

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

**WHEREAS** the Purchaser is desirous that certain ancillary services viz.,.....  
(Brief Description of Services) and has accepted a tender by the Supplier for the supply of those  
services in the sum of..... (Contract Price in Words and Figures) (Herein after  
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 Tender Form and the Price Schedule submitted by the Tenderer;
  - (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 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 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 services which shall be supplied/provided by the Supplier are as under:

SL.NO.	BRIEF DESCRIPTION OF SUPPLY	UNIT PRICE	TOTAL PRICE

**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.**

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)  
.....

**WHEREAS** (Name of Supplier)  
hereinafter called "the Supplier" has undertaken, in pursuance of Contract dated,.....  
No..... 20... to  
Supply.....  
..... (Description of Supply) 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 XII**

(Please see Clause 9.2 (b) of the Instructions to Tenders)

**Proforma for Performance Statement of the last three years for the supply of Laptop Computers**

Name of the Firm:

.....

<b>Orders placed by (Full address of Purchaser)</b>	<b>Order No and Date</b>	<b>Description of goods ordered</b>	<b>Value of Order</b>	<b>Date of Completion of delivery of goods As per contract/ Actual</b>	<b>Remarks indicating reasons for late delivery, if any</b>	<b>Has the goods been supplied satisfactorily functioning. (Attach a Certificate from the Purchaser if any)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)



**SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM\***

(Please see Clause 11.2(a) of Instructions to Tenderers)

No. \_\_\_\_\_ date: \_\_\_\_\_  
To  
The Director, Exams,  
Karnataka Secondary Education Examination Board,  
6th Cross, Malleshwaram, Bengaluru – 560003.

Dear Sir:

IFT NO:

This is to certify that the OEM of .....(Make & model) Authorized M/S..... to supply, service, commissioning & other services with one year warranty on the.....

Also the technical specifications of the above make and model shall be enclosed for reference.

Yours faithfully,

(Name)

(Name of manufacturers)

**Note:**

- 1.the signature & seal of the OEM shall have to be obtained in the MAF & technical specification format(data sheet)
- 2.This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

**SECTION XIV**

**COMPLIANCE TO TECHNICAL SPECIFICATIONS OF LAPTOP COMPUTERS**

Sl.No	Component	Specification Details	Compliance Yes/No	Remarks
1.	PROCESSOR	Core i3-8130U 8th Generation or higher		Upload the Data sheet of the Laptop Computer offered
2.	Optical	Not Required		
3.	RAM	Minimum 8GB DDR4 or higher. With Single dim slots with 16gb ram expandability		
4.	DISPLAY	minimum 14" or Higher HD display with minimum 1366x768 pixel resolution Mercury Free		
5.	HINGES	Metal reinforced hinges.		
6.	Audio & Webcam	Two built-in stereo speakers with high definition audio support. Built-in microphone. Webcam		
7.	WIRELESS DEVICE	Wireless 802.11 ac or higher		
8.	KEYBOARD & TOUCH PAD DEVISE	Keyboard with touch pad with Multi gesture support		
9.	HARD DISK	500GB HDD 5400rpm or higher.		
10.	INTERFACES	RJ-45, Min. 2 USB2.0 & 1 USB 3.0,Audio combo port, AC Adapter Jack, HDMI /Display port		
11.	Carry case	OEM carry Bag or Back pack		
12.	Weight	Not exceeding 2.3 KGS including battery		
13.	Operating System	Windows 10 Home 64 bit		
14.	Battery life	min 4-hour backup during normal usage		
15.	Soft wares	Apache open Office preloaded/Libre Open Office preloaded		
16.	Warranty	2 years on site warranty for Laptop (including battery and adapter)		

Note: The Tenderer shall upload the Data Sheet containing the Technical Specification of the Laptop intended to supply.

Seal and Signature.....

**(SCAN AND UPLOAD)**

**SECTION XV**

**SERVICE SUPPORT FORM**

<b><u>Name of the Service Centre</u></b>	<b><u>Number of Technical staff available</u></b>	<b><u>Location with address and telephone</u></b>	<b><u>Service support facilities that would be provided</u></b>

Seal and Signature.....

**(SCAN AND UPLOAD)**