Indent No. BCU/2022-23/IND37/CALL-2   Date: 13-10-2022

Tender for Providing Computers Printers, LCD projectors and other items to the new Departments of Environmental science, Computer science, Mathematics, Plant science, Animal science, Management, English at Central College Campus Bangalore City University Bengaluru

TENDER REFERENCE:

TENDER DOCUMENT AVAILABLE FOR DOWNLOAD	**13-10-2022 to 29-10-2022 at 12.30 p.m.**
LAST DATE OF RECEIPT OF TENDER THROUGH E-portal	**29-10-2022 up to 4.00 p.m.**
TIME AND DATE OF OPENING OF TENDER	**31-10-2022 @ 4.30 p.m.**
AVAILABLITY OF TENDER DOCUMENT	http://www.eproc.karnataka.gov.in.
ADDRESS FOR COMMUNICATION	The Registrar Bengaluru City University Dr Ambedkar Vedhi Bangalore 560001 Email: Registrarbcu@gmail.com

Tender for Provisioning Computers Printers, LCD projectors and other items to the new Departments of Environmental science, Computer science, Mathematics, Plant science, Animal science, Management, English at Central College Campus Bangalore City University Bengaluru

SECTION I. INVITATION FOR TENDERS (IFT)

Date:13-10-2022   **IFT No.**

1. The Registrar Bangalore City University (Purchaser) invites tenders from eligible Tenderers for the supply of the goods listed below:

2. The tenderers may submit tenders for any or all of the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

3. Tender documents may be downloading from the e-portal of Government of Karnataka. from 13-10-2022 to 29-10-2022 during office hours,

4. Tenders must be accompanied by security of the amount specified in the tender document, drawn in favour of Finance Officer, Bengaluru City University Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.

5. Tenders must be uploading at e-portal on before 4.00 p.m. on 29-10-2022 and will be opened on 31-10-2022 day at.4.30.p.m. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

6. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

Bidder   3   Registrar

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 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 Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Registrar, BCU Bengaluru 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. The 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) Instruction to Tenderers (ITT);
    (b) General Conditions of Contract (GCC);
    (c) Special Conditions of Contract (SCC);
    (d) Schedule of Requirements;
    (e) Technical Specifications;
    (f) Tender Form and Price Schedules;
    (g) Earnest Money Deposit Form;
    (h) Contract Form;
    (i) Performance Security Form;
    (j) Performance Statement Form;
    (k) Manufacturer's Authorization Form; and
    (l) Bank Guarantee for advance payment form; and
    (m) Capability statement form
    (n) Service support details form
    (o) Equipment and quality Control 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 at the Tenderer's risk and ma y result in rejection of its tender.

4. Clarification 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 in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

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

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

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 language. Supporting documents and printed literature furnished by the Tenderer 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 Tender, the translation shall govern.

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 and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
      (d) Tender security furnished in accordance with ITT Clause 13.

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

9. Tender Prices
9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

9.2: Prices indicated on the Price Schedule shall be entered separately in the following manner:
    (i): the price of the goods, quoted on FOR Destination basis 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; and

(iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract including the price for annual maintenance services for three years after expiry of Warranty as indicated in GCC Clause 14.

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 ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract..
12.2 The documentary evidence of conformity of the goods and services to the tender 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 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. Wilful 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 ITT 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) through e-procurement web portal only;
    (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 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 tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's EMD will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the 5% performance security, pursuant to ITB Clause 31.

13.7 The tender security 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 22.2; 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 ITB 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 (or by cable or telex or fax). 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
16.1 The Tenderers shall submit though e-procurement only

17. Deadline for Submission of Tenders
17.1 Through e-portal as per the date mentioned

18. Late Tenders
18.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17, will be rejected and/or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders

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

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT 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 tenders.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn 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. 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 Through e-portal of GoK.

20.2 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. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 18.

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

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 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.

22.1.1 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.

22.2 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 there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 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.

22.4 Prior to the detailed evaluation, pursuant to ITB 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.

22.5 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. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender 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 Tenderer;
   (b) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender 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 ITT 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 tender;
   (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
   (d) The availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
   (e) The Bid will be evaluated at the basis of FOR Destination Rates, inclusive
       of applicable taxes, incidentals and Max. Price Variation during the contract if opted for and
       declared, considering all the Short Comings with respect to the tendering requirements

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

   (a) *Inland Transportation, Insurance and Incidentals*:
   (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).
   The above costs will be added to the tender price.

   (b) *Delivery Schedule*:

(i) The Purchaser requires that the goods under the Invitation for Tenders 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 tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders 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 tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond ONE months of stipulated delivery period will be treated as unresponsive.

(c) *Deviation in Payment Schedule*:

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 20 (%)percent per annum.

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 In the absence of prequalification, 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 ITB 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 of goods and services 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 in writing by registered letter or by cable/telex or fax, to be confirmed in writing by **registered letter**, 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 promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and 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 it's 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 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 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, 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 anything 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;

(b) 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;

(c) 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
TABLE OF CLAUSES

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 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 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 ell

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 21 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 excluding annual Maintenance Cost, valid upto 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 36 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

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 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 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 and following receipt of a performance guarantee for 2.5% of the contract value excluding annual maintenance costs towards guarantee for the annual maintenance as stated in Clause of SCC..

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.

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) Suppliers Name, and iv) 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 to 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 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 This warranty shall remain valid for ….. [5] hours of operation or 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading

whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall 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 tests in accordance with SCC Clause 2; 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 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. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 36 months.

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/peripherals

14.7 If any computer system(s) gives continues 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.

14.8 Maintenance 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) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.

   iii) It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 100 per day per item. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. During annual maintenance contract period, the penalty of Rs. 100 per item per day will be recovered from the amount of annual maintenance charges.

   (iv) 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.

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 (30) 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 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 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 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 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.

21.3 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 22, 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, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof 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 judgement 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 anything 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.

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.

27.2.3 Not withstanding 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 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 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 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 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.

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SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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 Registrar of BCU Bengaluru**

(b) The Supplier is ....

2. Inspection and Tests (GCC Clause 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:[4]

(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 for seven consecutive days. 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 90%[5] for 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:

1) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

2) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

3) Four Copies of packing list identifying the contents of each package;

4) Insurance Certificate;

5) Manufacturer's/Supplier's warranty certificate;

6) 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.

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.

5. Payment (GCC Clause 15)
A) 80% of the bill value will be paid after the delivery & certification from the consignee and balance 20% after implementation.
B) Against supplies original Invoices.
C) Subject to recovery of statutory levies as applicable.
D) Against photocopy of the IT PAN CARD.

6. Settlement of Disputes (Clause 27)
The dispute settlement mechanism to be applied pursuant to GCC 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 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 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, 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)

Bidder   24   Registrar

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

THE REGISTRAR
BANGALURU CITY UNIVERSITY
DR AMBEDKAR VEDI
BANGALURU 560001
EMAIL: registrarbcu@gmail.com

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

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…………………………….

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under[10] :
- 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;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
   (in case of stage-wise inspection, details required may also be specified).

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 Purchase 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

Schedule of Requirement
BILL OF MATERIALS

Sl. No	Brief Description/Specification of Materials	Qty	Unit	Delivery Schedule and Places	EMD in Rupees
1	Desktop Computer System with antivirus and Network Monitoring System as per Technical Specification	70	No's	Delivery in 120 days from the date of PO at BCU Bengaluru	245000.00
2	LCD Projector System As per Technical Specifications	10	No's		
3	Laser Printer As per Technical Specifications	4	No's		
4	Xerox Machine as per technical Specifications	1	No's		
5	Laptop computer system as per technical Specifications	5	No's		
6	Projector Screen Type 1 As per Technical Specifications	4	No's		
7	Projector Screen Type 2 As per Technical Specifications	4	No's		
8	LCD TV As per technical Specifications	1	No's		
9	Speaker System with All in one rechargeable PA system As per technical Specifications	4	No's		
10	Outdoor Bullet Surveillance camera as per technical Specifications	11	No's		
11	Network Video Recorder As per technical Specifications	1	No		
12	Installation and Commissioning of Surveillance Setup with all required Networking accessories as per requirement.	11	No's		
13	Water Purifier as per technical Specifications	2	No's		

SECTION VI: TECHNICAL SPECIFICATION.

TECHNICAL SPECIFICATION SHEET		
Tender for Provisioning Computers Printers, LCD projectors and other items to the new Departments of Environmental science, Computer science, Mathematics, Plant science, Animal science, Management, English at Central College Campus Bangalore City University Bengaluru		
SL No	**ITEM DESCRIPTION**	**Technical Compliance**
	Make/Mode	
1	CPU	Intel Core i7-10700 65W (2.5 GHz, turbo up to 4.9GHz, 16MB cache, 8cores)	
2	Generation	10th Generation processors	
3	Bus Architecture	4 PCI Express or higher with (1) PCI Express x 16, (2) PCI Express x1slot, (1)PCI Express slot x 4	
4	Memory	8 GB DDR4 RAM : 4 DIMM Slots; Expandable up to 128GB	
5	Hard Disk Drive	1TB SATA HDD @7200rpm	
6	Audio/Speakers	Stereo speakers with Waves MaxxAudio® Pro, 2 W x 2	
7	Optical Drive	No ODD	
8	Monitor	Display - 19.5" HD or better Monitor (Same Make as Cpu)	
9	Keyboard	USB 104 Keys Business keyboard, (same make as CPU)	
10	Mouse	USB 2 Button Optical Scroll Mouse (same make as CPU)	
11	Bays	3 Nos. Internal/External or higher.	
12		USB - 4 USB Ports: Front: 2 USB 2.0 ports 1 USB 3.2 Gen 1	
13	Ports and connectors	Type-A port 1 USB 3.2 Gen 2 Type-C® port; Rear: 2 USB 2.0	
14		ports with Smart Power On 4 USB 3.2 Gen 1 Type-A port, Video Ports: 2x Display Port 1.4; 1x Optional VGA/HDMI	
15	Cabinet	Mini Tower	
16	Ethernet	Network interface card - On-board 10/100/1000 Mbps NIC.	
17	Power Supply	260W 85% Efficiency	
18	Operating System	Windows 10 professional	
19		Embedded in BIOS.	
20	Power Management	ACPI compliant - multiple power modes	

		Situation-sensitive features reduce power consumption Advanced link down power saving for reducing link down power consumption	
21			
22	Warranty	1 Years On-Site Comprehensive Warranty.	
23	Authorization	Manufacturer Authorization certificate	
24	Performance Optimization	Built-in AI based Performance Optimization Software	
25	Software		
26	Security	Discrete/Hardware TPM 2.0	
27	Certifications	ISO, TCO 8.0, Energy Star, EPEAT, RoHS	
28	**ANTIVIRUS – 1 YEAR SUBSCRIPTION**		
29	Solution should be offered off-premise via Cloud Offering		
30	The Proposed solution should be an integrated advanced endpoint detection and response platform designed to Prevent organizations from being hacked, Detect the execution of malicious code, and Respond to imminent threats		
31	The proposed solution has its own proprietary scan engine		
32	Solution should offer Real-time Scanning for Local Files and Network Shares during Read & Write operation		
33	Solution must have the capability to exclude applications that are normally detected as Potentially Unwanted Application		
34	Solution must have the application control lets you detect and block applications that are not a security threat, but that you decide are unsuitable for use in the office.		
35	Solution must offer the Real-time scanning that scans internet resources as users attempt to access them and should		
36	a) Scan downloads in progress.		
37	b) Block access to malicious websites.		
38	c) Detect low-reputation files		
39	Solution should offer the real time protection to check the latest threat information from OEM online and should have the option to Automatically submit malware samples to OEM.		
40	Solution must offer the scan exclusion on the basis of File or Folder, and have the feature of using the wild cards ? and *		
41	Solution must offer device control solution with MTP/PTP category that includes devices such as phones, tablets, cameras and media players that connect using the MTP or PTP protocols. Below permission should be applicable		
42	Allow: Peripherals are not restricted in any way.		
43	Block : Peripherals are not allowed at all.		
44	Solution should have the option to raise the support ticket from the management console.		
45	Solution should have the option to upload the file snapshot automatically to the OEM for analysis		
46	Solution should offer security options to configure access to advertisements, uncategorized sites and risky downloads		
47	Solution should offer the below options for Risky downloads to the user		

48	Allow: Allows all risky file types.	
49	Warn: Warns the user that a file may be risky before they can download it.	
50	Block: Blocks all risky file types.	
51	Let me specify: This allows you to set a number of individual file types to Allow, Warn, or Block.	
52	Solution must have the option that allows you to choose Block data-sharing, Allow data-sharing, or Let me specify, controls access to web-based email and file downloads.	
53	Should be able to monitor files when they are accessed by a process (read/write)	
54	Solution must have the feature to conserve bandwidth by blocking inappropriate browsing and warns users before visiting productivity-impacting websites. Blocks site categories likely to consume high bandwidth.	
55	Solution must offer Safe Browsing by protecting critical functions in web browsers.	
56	Proposed solution should show the alert description along with User & Device	
57	Solution should offer pre-defined administration roles to divide up security tasks according to the administrators' responsibility level.	
58	Solution must detect network traffic to command and control servers	
59	Solution should support automated malware removal	
60	Solution should support Malicious Traffic Detection (MTD)	
61	Solution must support Runtime Behaviour Analysis / HIPS	
62	Solution must provide the Application Category, so as to block the Applications as required by the administrator.	
63	Solution must offer the Device Control/Peripheral control, with the Option of Read Only, Allow, Block access to the device.	
64	Solution must have the privilege to whitelist the USB device on the basis of Hardware ID.	
65	Solution should support the time based policies.	
66	Solution must have the option to raise the Support ticket directly to the OEM from the management Console.	
67	Solution should have the option to block the website on the category basis.	
68	Solution should have the granular reporting and should include	
69	a)Security Events (Shows all security events, such as malware detections, on your devices and let you filter them to generate reports)	
70	b) Audit Logs (Record of all activities and changes made to the system.)	
71	c) Policy Violators (Shows the users who tried to access blocked websites or download blocked files most often.)	
72	d)Blocked Sites Access Record (Shows the blocked websites that users tried to visit most often and the users who tried to visit them.)	
73	e)Application Control Policy Violators (Shows the servers/users that tried to access blocked applications most often and the application they tried to access.)	
74	f)Warned Sites (Shows the top websites for which we display a warning and the users who most often ignore the warnings)	
75	g)Blocked Applications (Shows the top blocked applications and the servers/users that tried to access them)	

76	Solution should offer the tamper protection with the option of generating OTP	
77	Solution should provide protection against	
78	* Prevent Ransom attacks that target MBR.	
79	* Destructive Boot records attacks.	
80	* Prevent boot kit installation.	
81	Solution must support the active adversary mitigation techniques	
82	* Prevent Credential Theft Protection	
83	* Prevent Code cave evacuation	
84	* Prevent Privilege escalation	
85	* Prevent APC violation	
86	Solution must have deep learning technology with a model size of 10-20 MB	
87	Solution must have root cause analysis for the malware incidents	
88	Solution should have the flexibility of creating the policy on the basis of device or User.	
89	Solution should offer the Security News Update in the management portal	
90	Solution should be integrated with the Active Directory and should have the capability to sync with the active directory	
91	Should be able to stop mass encryption of documents and other files on local disks (including USB drives) and remote shares on network drives (SMB) even if it happens from an (abused) trusted legitimate process	
92	Should be able to monitor files when they are accessed by a process (read/write)	
93	Solution should protect from remotely running ransomware	
94	Solution must offer Safe Browsing by protecting critical functions in web browsers.	
95	Solution must mitigate exploits in vulnerable applications	
96	a) Protect web browsers	
97	b) Protect web browser plugins	
98	c) Protect Java applications	
99	d) Protect media applications	
100	e) Protect office applications	
101	Solution should Protect processes by	
102	a) Preventing process hollowing attacks	
103	b) Preventing DLLs loading from untrusted folders	
104	Solution should offer the tamper protection with the option of generating OTP	
105	Solution should have the flexibility of creating the policy on the basis of device or User.	
106	Solution should offer the Security News Update in the management portal	
107	Solution should be integrated with the Active Directory	
108	Should be able to enforce Data Execution Prevention (DEP) to prevents abuse of buffer overflows	
109	Should have Mandatory Address Space Layout Randomization (ASLR) to prevents predictable code locations	

110	Should have Null Page (Null Dereference Protection) to stop exploits that jump via page 0	
111	Should support Heap Spray Allocation for pre-allocated common memory areas to block example attacks	
112	Should have Dynamic Heap Spray to stop attacks that spray suspicious sequences on the heap	
113	Should support Stack Pivot to stop abuse of the stack pointer	
114	Should support Stack Exec (MemProt) to stop attacker' code on the stack	
115	Should support Stack-based ROP Mitigations (Caller) to stop standard Return-Oriented Programming attacks	
116	Should support Branch-based ROP Mitigations (Hardware Augmented) to stop advanced Return-Oriented Programming attacks	
117	Should have Structured Exception Handler Overwrite Protection (SEHOP) to stop abuse of the exception handler	
118	Should support Import Address Table Filtering (IAF) (Hardware Augmented) to stop attackers that lookup API addresses in the IAT	
119	Should support Load Library to prevent loading of libraries from UNC paths	
120	Should support Reflective DLL Injection to prevent loading of a library from memory into a host process	
121	Should support VBScript God Mode to prevent abuse of VBScript in IE to execute malicious code	
122	Should support WoW64 to stop attacks that address 64-bit function from WoW64 process	
123	Should support Syscall to stop attackers that attempt to bypass security hooks	
124	Should have Hollow Process to stop attacks that use legitimate processes to hide hostile code	
125	Should give priority to system libraries for downloaded applications (DLL Hijacking)	
126	Should have Application Lockdown to stop logic-flaw attacks that bypass mitigations	
127	Should have Java Lockdown to prevent attacks that abuse Java to launch Windows executables	
128	Should support Squiblydoo AppLocker Bypass to prevent regsvr32 from running remote scripts and code	
129	Should have protection for CVE-2013-5331 & CVE-2014- 4113 via Metasploit for In-memory payloads: Meterpreter & Mimikatz	
130	**NMS Software Statement of Requirements**	
131	**Description**	
132	Software License	
133	License should be perpetual with an option to purchase annual maintenance after the expiry of maintenance support that is part of the initial purchase of the licence.	
134	The License has to be sensor based.	
135	The license has to be one integrated package with Database, HA and load balancing clusters, Network Scalability, Built in Ticketing system, Syslog server, Customisable Dashboard / Map designer, Netflow/Jflow/Sflow as part of single	

	license.	
136	Should provide horizontal / vertical scalability as the network expands.	
137	Software has to be windows based.	
138	**Core**	
139	The proposed monitoring solution should be able to monitor:	
140	(a) Routers (b) Switches (c) Firewalls (d) Wireless devices (e) Servers (e) Other SNMP-enabled devices and should be vendor agnostic.	
141	Monitoring Capabilities	
142	Should automatically provide real-time, in-depth network performance statistics after discovery/configuration of devices, including but not limited to:(a) CPU load (b) Memory utilization (c) Interface utilization (d) packet loss. Should be capable of monitoring varied parameters available as part of MIB definition of the monitored device.	
143	Should show statistics like interface bandwidth, current traffic in bps, total bytes received/transmitted etc.	
144	Should be able to discover and troubleshoot network paths hop-by-hop for both on premises and cloud environment for specific TCP connections	
145	Should display information including alerting for major routing protocols (BGP, OSPF , RIP, EIGRP).	
146	Should help with multicast traffic information monitoring, Pac ket drops, Ping jitter, VoIP jitter.	
147	Should display device status and interface status by different colours to represent warning and critical status	
148	Should monitor hardware health for popular vendors like Cisco, DELL, F5, Juniper, HP etc. and should allow alerting and reporting on hardware health monitoring	
149	Should show both real-time details and historical details in form of charts with option to choose the time periods	
150	Should be able to discover and monitor both IPv4 and IPv6 devices	
151	Should have options to specify data retention periods.	
152	Should have the option to determine device availability using SNMP V1, V2C & V3.	
153	Should have feature to access dashboard using Android or ios.	
154	Network Discovery	
155	The proposed monitoring solution should be able to discover devices in the network with SNMP and ICMP capabilities automatically, on input of,	
156	(a) IP address ranges (b) subnets (c) individual IP addresses (d) Active Directory	
157	Should allow interface filtering on discovery results to exclude virtual interfaces and access ports and select interfaces based on pattern matching	
158	Should have option to automate and schedule discovery process	
159	Graphical User Interface and Customization	
160	The proposed management solution should provide a high-quality graphical user interface.	
161	This web console should be accessible centrally or remotely	

162	The web console should allow multiple users to log in at the same time	
163	It should have load-balancing options available if too many users login at same time	
164	It should allow customization by having options to add/remove sections in web pages as necessary	
165	It should provide a unified view of alerts, traps, events, syslog messages in a single page	
166	It should quickly highlight devices with issues, based on different properties like response time, cpu load, memory usage, high interface usage etc.	
167	It should allow creation of custom dashboards and restrict views for users based on devices or interfaces, i.e. it should have role-based access	
168	It should log user actions and events in the web console for audit purposes and they should be available for alerting and reporting	
169	It should allow interactive charting for node, interface, volume charts etc.	
170	It should provide a dynamic dashboard that allows in-depth visibility and correlates disparate historical data points across different part of the infrastructure. The result should be exportable with a tabular format	
171	Advanced Reporting	
172	The proposed monitoring solution should provide current and historical out-of-the-box reports for various statistics monitored	
173	Should be able to generate / create the report via the web console	
174	Should be able to generate statistical reports that can be used as reference for	
175	future planning or troubleshooting	
176	Should allow customization of reports by adding/removing columns, setting filters, specifying timeframes, grouping columns etc.	
177	Should allow advanced customization by providing options to enter custom queries to query the database directly	
178	Should have options to save the customized reports permanently and have them accessible in web console	
179	Should allow reports to be sent out on schedule as daily, weekly, monthly report	
180	Should allow emailing of dashboards created in web console	
181	Should be able to configure both charts and tables into a single report.	
182	Should have options to import/exports reported created by other users	
183	Should support multiple formats such as pdf, XML, HTML and CSV	
184	Advanced Alerting	
185	The proposed monitoring solution should be able to manage and display events/alerts in the web console	
186	The alerts and events information should be logged into the database for future reference	
187	The alerting mechanism should allow complex conditions and condition groups to be specified for narrowing down the alert condition	
188	It should allow custom queries to be entered to create rules against the database	
189	It should allow creation of new alerts from scratch and also customizable threshold limits	
190	Should have support for variables in alert email message to make the content	

	more self-explanatory	
191	Should allow alerts suppression during scheduled maintenance	
192	Grouping	
193	The proposed monitoring solution should allow grouping of devices by various properties -- by department, by location, by name and by other properties gathered	
194	Should be able to define dependencies and relationships between connected devices and interfaces to avoid false-positive email alerts in case of outage.	
195	Network Maps	
196	The proposed monitoring solution should be able to represent the network pictorially and display performance details of devices in real time	
197	Should allow customization of background, icons etc. and should allow multiple network maps to be nested with drill-down capabilities	
198	Should be able to display not just the device status on the map but also status of any other detail obtained.	
199	Should have the ability to show the link utilization	
200	Support	
201	The proposed monitoring solution should not be vendor-specific	
202	Licenses for 100 devices which should be perpetual.	
203	Traffic and bandwidth usage monitoring, internet usage monitoring, free up gradation to higher version within support period	
204	With a centralized operations console view, alert acknowledgement and reporting interface	
205	Global Acceptance & Recognition	
206	The proposed Solution should be among the Leaders in Latest Gartner Magic Quadrant / IDC Report for Network Performance Monitoring & Diagnostics, International Technical Journals citation.	
207	**LCD PROJECTOR SYSTEM**	
208	TECHNOLOGY Projection System 3LCD Technology LCD Panel 0.55 inch with MLA (D9	
209	IMAGE Colour Light Output 3,200 lumen-2,240 lumen (economy) In accordance with IDMS15.4 White Light Output 3,200 lumen - 2,240 lumen (economy) In accordance with ISO 21118:2012 Resolution XGA, 1024 x 768, 4:3 Contrast Ratio 15,000 : 1 Lamp 200 W, 5,000 h durability, 10,000 h durability (economy mode) Keystone Correction Auto vertical: ± 30 °, Manual horizontal ± 30 ° Colour Reproduction Upto 1.07 billion colours Aspect Ratio 4:3	

210	OPTICAL Projection Ratio 1.48 - 1.77:1 Zoom Manual, Factor: 1.2 Projection Size 30 inches - 300 inches Projection Distance Wide/Tele 1.8 m - 2.17 m (60 inch screen) Projection Lens F Number 1.58 - 1.72 Focal Distance 16.9 mm - 20.28 mm Focus Manual Offset 8 : 1	
211	CONNECTIVITY USB Display Function 3 in 1: Image / Mouse / Sound Interfaces USB 2.0 Type A, USB 2.0 Type B, Wireless LAN IEEE 802.11b/g/n (optional), VGA in, HDMI in, Composite in, S-Video in, Cinch audio in	
212	ADVANCED FEATURES Security Kensington lock, Padlock, Security cable hole, Wireless LAN unit lock, Wireless LAN security, Password protection 3D No Features AV Mute Slide, Built-in speaker, Direct Power on/off, Document Camera Compatible, Horizontal and vertical keystone correction, Long lamp life, Network projection, OSD copy function, PC Free, Split-Screen-Function, Wireless LAN capable, iProjecton set-up by QR code Video Colour Modes Blackboard, Cinema, Dynamic, Presentation, sRGB	
213	GENERAL Energy Use 277 W, 207 W (economy), 0.26 W (standby) Product weight 2.4 kg Noise Level Normal: 37 dB (A) - Economy: 28 dB (A) Loudspeaker 2 W	
214	**LASER PRINTER**	
215	Print technology Laser Print speed Black (A4, normal) Up to 20 ppm; First page out Black (A4, ready): As fast as 9.0 sec; Black (A4, sleep): As fast as 23.7 sec; Print resolution Black (best): Optical: 600 x 600 dpi; Optical: 1200 x 1200 dpi; Technology: Laser; Monthly duty cycle Up to 40,000 pages A4; Recommended monthly page volume: Up to 2,000 Standard print languages PCL6 Fonts and typefaces 49 Scalable Fonts (Include OCR-A / OCR-B) / 1 Bitmap Print area Print margins Top: 6 mm, Bottom: 6 mm, Left: 7 mm, Right: 7 mm; Maximum print area : 297 x 914 mm Duplex printing None	

216	Copy Copy speed Black (A4): Up to 20 cpm Copier specifications 600 x 600 dpi x 2 bit; Originals content settings: Text, Text/Photo, Photo, Map; Reduce/Enlarge scaling: 25 to 400%; Copy quantity settings: 1 to 999; Darkness controls: 11 levels (Light, Normal, Dark); Collation: Yes (Limited); N-up: A3: 2/4/8/16-up; A4: 2/4/8-up; Maximum number of copies: Up to 999 copies; Copy resolution: Platen: Scan 600 x 600, Printing 600 x 600; Reduce/Enlarge: 25 to 400%;	
217	Scan Scan file format PDF, Single-Page-TIFF, JPEG, Multi-Page-TIFF, Single-Page-PDF, TIFF Scanner specifications Scanner type D-CIS; Scan technology: D-CIS; Scan input modes: TWAIN, WIA; Scan to PC (Local) from Platen; Twain version: 2.1; Scan size maximum (flatbed, ADF): 297 x 432 mm; Optical scan resolution: Up to 600 x 600 dpi Scanner advanced features Scan to your PC via HP MFP Scan software Scannable area Minimum media size (flatbed): 140 x 130 mm Maximum media size (flatbed): 297 x 432 mm; Bit depth/ Grey scale levels 2 / 256 Levels	
218	Processor speed 600 MHz Connectivity Standard 1 High-speed USB 2.0 Device Port Hard disk None Memory Standard: 128 MB; Maximum : Memory (On-board) Standard/Maximum: 128 MB Media handling Number of paper trays Standard: 2; Maximum: 2 Media types Plain; Mid-weight; Light; HP LaserJet; Coloured; Pre-printed; Recycled; Intermediate; Letterhead; Prepunched Media size Custom (metric): Tray 1: Minimum: 125 x 102 mm, Maximum: 297 x 914 mm; Tray 2: Minimum: 148 x 182 mm, Maximum: 297 x 432 mm Supported (metric): A3, A4, A5, B4, B5, Oficio 216 x 340, 8K, 16K ADF: No	
219	Media handling Standard input: Tray 1: 100 sheet, Tray 2: 250 sheet Standard output: Up to 250 Sheets Optional input: No Media weight Tray 1: 60 to 163 g/m²; Tray 2: 60 to 110 g/m² Input capacity Tray 1: Sheets: 100; Mid-weight: 80; Heavy: 20; Light: 100; Cardstock: 20 Tray 2: Sheets: 250; Mid-weight: 190; Light: 250 Maximum: Up to 350 Sheets Output capacity Standard: Up to 250 Sheets	

	Envelopes: Occasional use only Transparencies: No Maximum: Up to 250 Sheets	
220	Compatible operating systems Windows OS compatible with In-Box Driver; Windows XP all 32/64-bit editions, Windows Vista all 32/64-bit editions, Windows 7 all 32/64-bit editions, Windows 8/8.1 all 32/64-bit editions (excluding RT OS for Tablets),Windows 10 all 32/64-bit editions (excluding RT OS for Tablets); Windows OS compatible with Universal Print Driver Compatible network operating systems Windows OS compatible with In-Box Driver; Windows Server 2003/2003 R2 32-bit (SP1/SP2) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2008 32/64-bit (SP2) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2008 R2 64-bit (SP1) Standard/Enterprise (+ Cluster & Terminal Services; Windows OS compatible with Universal Print Driver (UPD) or Product-Specific drivers from http://www.hp.com; Windows Server 2003/2003 R2 32/64-bit (SP1/SP2) Standard/Enterprise/Datacenter (+ Cluster & Terminal Services), Windows Server 2008/2008 R2 32/64-bit (SP1/SP2) Standard/Enterprise/Datacenter (+ Cluster & Terminal Services), Windows Server 2012/2012 R2 64-bit Standard/Foundation/Essentials/Datacenter (+ Cluster & Terminal Services) ; Windows 8 (32/64-bit) recommend v5.86+, 8.1 recommend v5.94+, Windows 7 (32/64-bit) recommend v5.82+, Windows Vista (32/64-bit) recommend v5.82+, Windows XP / SP3 (32/64-bit) recommend v5.82+	
221	Operating environment Temperature: 10 to 30°C Humidity: 20 to 80% RH Storage conditions Temperature: -10 to 40°C Humidity: 10 to 90% RH Acoustics Acoustic power emissions: 6.6 B(A) Acoustic pressure emissions: 50 dB(A) Power Requirements: AC 220 - 240V: 50/60Hz, Normal Operation 550W, Ready 80W, Max/Peak 1.1kWh, Sleep/Power Off 1W/0.2W, TEC 0.94kwh; Consumption: TEC: 0.94 kWh; Typical Electricity Consumption (TEC): 0.94 kWh; Power supply type: Internal (Built-in) power supply;	

222	XEROX MACHINE	
223	Machine type Monochrome A3 Laser Multifunctional Core functions Print, Copy, Scan and optional Send Processor/Processor speed Dual Custom Processor/400 MHZ Control Panel 8.9 cm (3.5 inch) monochrome Touchscreen Memory Standard: 512MB RAM Interface Connection 100Base-TX/10Base-T Wireless LAN (IEEE 802.11 b/g/n) USB 2.0 (Device) x 1 Paper Supply Capacity (A4, 80 gsm) Standard: 330 sheets Paper Cassette: 250-sheet Multi-purpose tray: 80-sheet Maximum: 580 sheets (with optional Cassette Feeding Module-AD1) Paper Output Capacity (A4, 80 gsm) 250 sheets Finishing capabilities Collate, Rotate & Collate, Group, Rotate & Group Supported-Media-Types (Standard) Multi-purpose tray: Plain, Recycled, Thick, Colour, Transparency, Label, Envelope, Bond, Pre-punched Cassette 1: Plain, Recycled, Colour, Pre-punched Supported-Media-Sizes (Standard) Multi-purpose tray: Standard size: A3, B4, A4, A4R, B5, B5R, A5, A5R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5] Custom size: 95 mm x 148 mm to 297 mm x 431.8 mm Upper Cassette 1: Standard size: A3, B4, A4, A4R, B5, B5R, A5R Supported media weights Multi-purpose tray: 64 to 128 gsm Upper Cassette 1: 64 to 90 gsm Optional Duplex Unit: 64 to 90 gsm Warm-up Time From Power On: 13 Seconds or Less* From Sleep Mode: 4.3 Seconds *Time from device power on, until copy ready (not print reservation) Dimensions (W x D x H) 622 mm x 589 mm x 499 mm (standard configuration)	

622 mm x 606 mm x 600 mm (with optional DADF-AY1)
622 mm x 589 mm x 590 mm (with optional Cassette Feeding Module-AD1)
622 mm x 606 mm x 691 mm (with optional DADF-AY1 and Cassette Feeding Module-AD1)
Installation Space (W x D)
1,023 mm x 1,285 mm (with cassette and left side door open and multi-purpose tray extended)
Weight
Approx. 28.0 kg (standard configuration, toner not included)
Approx. 34.8 kg (with optional DADF-AY1, toner not included)
Print Specifications
Printing method
Monochrome Laser Beam Printing
Print Speed (BW)
22 ppm (A4), 11 ppm (A3), 11 ppm (A4R), 13 ppm (A5R)
Print Resolution
600 dpi x 600 dpi
Page description languages
UFR II Lite/PCL 6 (Standard)
Double Sided Printing
Automatic (with optional Duplex unit)
Fonts
PCL fonts: 45 Roman
Operating System
UFR II Lite/PCL 6:
Windows 7 / Windows 8.1 / Windows 10 / Windows Server 2008 / Server 2008 R2 / Server 2012 / Server 2012 R2 / Server 2016, MAC OS X (from 10.9.5 or later)
Please refer to http://software.canon-europe.com/ for availability of print solutions for other operating systems and environments including AS/400, UNIX, Linux and Citrix. Some of these solutions are chargeable.
Copy Specifications
Copy Speed
22 ppm (A4), 11 ppm (A3), 11 ppm (A4R), 13 ppm (A5R)
First Copy Out Time (A4)
Approx. 7.4 seconds or less
Copy resolution
Reading: 600 dpi x 600 dpi
Printing: 600 dpi x 600 dpi
Multiple Copies
Up to 999 copies
Copy Exposure
Automatic or Manual (9 Levels)
Magnification
25% - 400% (1% Increments)
Pre-set Reductions
25%, 50%, 70%
Pre-set Enlargements

141%, 200%, 400%
Scan Specifications
Type
Standard Flatbed (Platen) and optional Duplexing Automatic Document Feeder (DADF)
Document-Feeder-Paper-Capacity
DADF: 50 Sheets (A4, 80 gsm)/25 Sheets (A3, 80 gsm)
Acceptable origin type, height and weight
Platen: Sheet, Book, 3-Dimensional Objects (Height: up to 40 mm, Weight: up to 2kg)
Document Feeder (DADF-AY1): Sheet (1-sided/2-sided continuous scanning: 52 to 105 gsm), Scanning a single original (1-sided: 37 to 128 gsm, 2-sided: 52 to 128 gsm)
Supported media sizes
Platen: Max. scanning size 297 x 431.8 mm
DADF: A3, B4, A4, A4R, B5, B5R, A5, A5R, Custom size: 148 mm x 128 mm to 297 mm x 432 mm
Scan Speed (BW/CL; A4)
Single-sided: 23 ipm (300dpi)/12 ipm (300dpi)
Double-sided: 8 ipm (300dpi)/4 ipm (300dpi)
Scan Resolution
BW Scan: 600 x 600 dpi
CL Scan: 300 x 600 dpi
Pull Scan Specifications
MF Scan Utility can be downloaded from Canon Business Product Support Site
Windows Server 2008 / Server 2008 R2 / Server 2012 / Server 2012 R2 / Server 2016 / Mac OS X (from 10.9.5 or later)
Send Specifications
Standard/Optional
Optional
Destination
E-mail (SMTP), SMB
Address book
Local (104 destinations)
Send resolution
BW: 300 x 300 dpi (JPEG, TIFF, PDF)
CL: 200 x 200 dpi (PDF), 300 x 300 dpi (JPEG, TIFF)
File Format
Standard: TIFF, JPEG, PDF, Compact PDF
Security Specifications
Authentication
Department ID management (max 100 x Department IDs)
Network
Standard: IP/Mac Address Filtering, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP
Document
Standard: Secure Print

	Environmental Specifications Operating Environment Temperature: 10 to 30 ºC (50 to 86 ºF) Humidity: 20 to 80 % RH (no condensation) Power Source 220-240 V (±10 %), 50/60 Hz (±2 Hz), 2.7 Amp Power Consumption Maximum: Approx. 1.5 kW Printing: 448 W Standby: 11.3 W Sleep Mode: Approx. 2.0 W1 Plugin Off: Approx. 0.1W Typical Electricity Consumption (TEC) rating: 0.9 kWh2	
224	**LAPTOP COMPUTER SYSTEM**	
225	Form Factor	Laptop
226	screen display size	14Inches
227	Processor Family	11th Generation
228	Processor Brand	Intel
229	Processor Type	Intel Core i3
230	Processor Speed	3. 4GHz
231	Resolution	1920x1080
232	Core and thread	2 & 4
233	RAM Size	4GB
234	Memory Technology	DDR4
235	Computer Memory Type	DDR4 SDRAM
236	Maximum Memory Supported	16GB
237	Hard Drive Size	1TB
238	Hard Disk Description	Solid State Hard Drive, Mechanical Hard Drive
239	Hard Drive Interface	USB2.0
240	Hard Disk Rotational Speed	5400RPM
241	Monitor Support	Should S+B18upport up to 2 independent displays via native display and 1 external monitor; supports external monitor via HDMI® (up to 4096x2304@24Hz)

242	Memory Slots	One memory soldered to system board, one DDR4 SO-DIMM slot	
243	Audio Details	Speakers	
244	Graphics Coprocessor	AMD Radeon R5/Intel	
245	Graphics Chipset Brand	AMD/ Intel UHDGraphics Integrated Shared DirectX® 12	
246	Graphics Card Description	Integrated	
247	Graphics RAM Type	Shared	
248	Graphics Card Interface	Integrated	
249	Connectivity Type	Bluetooth, Wi-Fi	
250	Wireless Type	Bluetooth, 802.11ac	
251	Number of USB 3.0 Ports	2	
252	Card Reader	4-in-1 card reader (SD, SDHC, SDXC, MMC)	
253	Wattage	4. 9Watt Hours	
254	Batteries	1Lithium ion batteries required.	
255	Optical Drive Type	No Optical Drive	
256	Power Source	Battery Powered	
257	Operating System	Windows10 Home	
258	Average Battery Standby Life (in hours)	5. 5Hours	
259	Speakers	Stereo speakers, 1.5W x2, Dolby® Audio™	
260	Microphone	Single microphone	
261	Camera	0.3-megapixel, fixed focus	
262	Average Battery Life (in hours)	8Hours	
263	Audio Chip	High Definition (HD) Audio	
264	Lithium Battery Energy Content	4. 9Watt Hours	
265	Number Of Lithium Ion Cells	4	
266	Included Components	1laptop ,1 Charger, 1User guide ,Bag pack	

267	**PROJECTOR SCREEN TYPE 1**		
268	Electric Motorized Projector Screen, 4:03 Aspect Format, (5' Height x 4' Width)		
269	**PROJECTOR SCREEN TYPE 2**		
270	Electric Motorized Projector Screen,4:03 Aspect Format, (6' Height x 4' Width)		
271	**SMART LED TV**		
272	108 cm (43"), Full HD TV Smart LED TV 20 Watts | Dual Speakers 2 x USB | 2 x HDMI Ideal Viewing Distance: 8 - 10 Ft 12 Months Warrant		
273	Operating System	Android	
274	Hardware Interface	Bluetooth, Composite Video, Headphone	
275	Graphics Coprocessor	4K X Reality Pro	
276	Tuner Technology	DVB-T/T2	
277	Resolution	4K	
278	Special Features	4K HDR |4 K GAMING| X1 4K PROCESSOR| LIVE COLOR| ANDROID TV| DOLBY AUDIO| BLUETOOTH	
279	Mounting Hardware	1LED TV ,1 Warranty Card, 1AC Adapter , 1 ACPower Cord, 1 Remote Control, 1 Table-Top Stand, 1 User Manual, 2 AAA Batteries	
280	Remote Control Description	Smart Remote with Netflix, Prime Video, Youtube, YT Music direct button|Ok Google	
281	Remote Control Type	Bluetooth	
282	Display Technology	4K UHD	
283	Standing screen display size	43Inches	
284	Display Type	LED	
285	Viewing Angle	178Degrees	
286	Image Aspect Ratio	16:09	
287	Supported Image Type	TIFF, GIF, PNG, JPEG	
288	Screen Resolution	3840x 2160pixels	
289	Resolution	3840x 2160Pixels	
290	Supported Audio Format	Mp3_audio ,Wma	
291	Speaker Surround Sound Channel Configuration	OPEN BAFFLE SPEAKER| DOLBY AUDIO| CLEAR PHASE	
292	Voltage	220Volts)AC(	
293	Wattage	96Watts	
294	Power Source	AC	

295	**SPEAKER SYSTEM - ALL IN ONE RECHARGABLE PA SYSTEM**	
296	• 112 dB output—the highest volume in its class • 8-inch woofer with deep low-frequency performance down to 37.5 Hz • Ultralight unit weighs just 17.6 pounds (8 kg) • Set up quickly and easily using JBL Compact Connect app pre-sets • Sound your best with professional effects including EQ, reverb, chorus and delay • Balance your volume levels with built-in 4-channel mixer • Optimize your sound with 8-band output EQ, customizable via pre-sets • Stream music from your phone or tablet via Bluetooth to up to four EON One Compact units • Operate two EON ONE Compact units in stereo mode • Two pro-grade preamps deliver fuller, richer sound from any microphone • Connect mics, instruments and playback devices with two XLR/TRS combo jacks, one 1/4-inch hi-Z guitar input and one 1/8-inch (3.5 mm) aux input • Phantom power supports condenser mics • One-touch ducking feature automatically lowers music volume when speech input is detected, ensuring every word is heard clearly • Two USB 3.0 ports allow high-speed charging of external devices • Tool-free, swappable battery provides up to 12 hours of playtime • Fast battery charging—just 2.5 hours • Two performance orientations: monitor and vertical; tuning and mixer displays automatically adjust • Headphone jack allows private monitoring for practice sessions and managing presets • 1/4-inch pass thru output allows system expansion with additional EON ONE Compact units • Convenient, built-in tilting tablet stand orients to front or back of system • Built-in pole mount expands configuration options • External battery charger option available separately • Ergonomic handle and even weight distribution make carrying the system a breeze • Optional accessories: • Spare battery • Dual battery charger • USB 9V DC power cable for powering AKG DMS wireless systems and select DigiTech and DOD guitar pedals • USB 12V DC power cable for powering AKG WMS wireless system	
297	EON ONE COMPACT SYSTEM SYSTEM TYPE: Self-powered, two-way, 8" woofer, 1" tweeter MAX SPL: 112 dB FREQUENCY RESPONSE: 37.5 Hz – 20 kHz	

	POWER RATING: 150W peak COVERAGE PATTERN: 100º x 60º INPUTS: 2x XLR/TRS combo jacks, 1x 1/4" hi-Z, 1x 1/8" aux OUTPUTS: 1x 1/8" headphone, 1x 1/4" pass thru MIXER: 4 channels EFFECTS: Reverb, delay, chorus BLUETOOTH: Audio streaming and full control; range: 10 m (30 ft) USB: 2x external charging ports: port 1 = 5V, 2A; port 2 = 5V, 1A BATTERY CHARGE TIME: 2.5 hours with no signal, 6 hours with signal BATTERY LIFE: Up to 12 hours NET WEIGHT: 8 kg (17.63 lb) DIMENSIONS (D x W x H): 291 x 255 x 399 mm (11.46 x 10.04 x 15.71 in) OPTIONAL EXTERNAL DUAL BATTERY CHARGER POWER DRAW: USB type A to 5.5 mm barrel jack BATTERY CHARGE TIME: 1 battery = <3.5 hours, 2 batteries = <7 hours DIMENSIONS (D x W x H): 171 x 220 x 67 mm (6.72 x 8.65 x 2.62 in) OPTIONAL USB POWER CABLES CONNECTORS: 70W VOLTAGE (UP-CONVERT): 5V to 9V (9V DC cable); 5V to 12V (12V DC cable) OUTPUT CURRENT: 1300mA LENGTH: 1 m	
298	**SURVEILLANCE SYSTEM**	
299	**16 - Channel NVR with 30days recording storage**	-
300	Up to 16 channel IP cameras can be connected	
301	Up to 2-ch@12 MP/16-ch@1080p decoding capacity	
302	1 HDMI and 1 VGA interfaces: both interfaces support independent video output	
303	2 HDDs for continuous video recording	
304	Plug & Play with 16 Power-over-Ethernet (PoE) interfaces	
305	Supports various special function cameras, including thermal camera/fisheye/people counting/heatmap/ANPR (automatic number plate recognition)	
306	Advanced streaming technology enables smooth live view and data self-correction in poor network conditions	
307	Supports dual-stream recording to save time and bandwidth	
308	**2 MP HD DOME NETWORK CAMERA**	-
309	1/3" 2MP SONY CMOS Sensor	
310	High-performance Hisilicon DSP	

311	H.265/H.264&MJPEG video compression and JPEG image capture	
312	Max 20fps@4MP(2592×1520); 25/30fps 3.0MP/1080P /720P	
313	Dual encoding streams support	
314	WDR	
315	Day/Night(ICR)&3D DNR&AWB&AGC&BLC	
316	Support mobile phone monitoring and P2P function	
317	3.6mm Fixed Lens(6mm/8mm optional)	
318	Max IR Distance :20m	
319	True Day/Night ICR	
320	Built-in Web server, NVR, CMS	
321	Main Processor - High-performance Hisilicon DSP	
322	Operating System -Embedded LINUX	
323	Resource -Simultaneous remote monitoring, local recording and remote control	
324	User Interface -WEB, CMS, NVR	
325	Image Sensor - 1/3" 4MP SONY CMOS Sensor	
326	Effective Pixels - 2592(H)×1520(V)	
327	Electronic Shutter - 1/5s to 1/50,000s	
328	Mini. Illumination- Color:0.1Lux/F1.2 ; B/W:0.05Lux/F1.2 ; 0Lux/F1.2(IR on)	
329	Signal Noise Ratio- >50dB	
330	Day/Night Mode -Auto, dual IR-Cut filter	
331	Gain Control - Auto/Manual	
332	White Balance - Auto/Manual	
333	WDR Dynamic Range - 100dB	
334	Lens -3.6mm Fixed Lens(6mm/8mm optional)	
335	Brand and Product Ordering Code	
336	**WATER PURIFIER**	
337	Purification Capacity	
338	Header Tank: 11 Litres, Cold Tank: 4 Litres, Hot Tank: 1.5 Litres	
339	Applicable TDS Range	
340	500 - 2000 mg/l	
341	Water Flow Rate	
342	720 ml/minute	
343	Input Water Pressure	
344	2.0 kg / sq.cm (Max)0.4 kg / sq.cm (Min)	
345	Input Water Temperature	
346	Cold: 3°C/37°F - 12°C/54°F Hot: 87°C/189°F	
347	Input Water Chlorine (Max)	
348	0.2 mg/l	
349	Input Water Iron	
350	0.3 mg/l	
351	UV Lamp	

352	15 Watts	
353	Life of UV Lamp	
354	8000 burning hours	
355	Operating Input Voltage	
356	230V / 50Hz compressor	

In case of doubt as regards the quality of Materials used for the work, at any stage of execution or dispatch, the Purchaser reserves the right to get the Material tested of the Manufacturer at the risk and cost of the Supplier

SECTION VII: QUALIFICATION CRITERIA

A.   Statutory Requirements:

1. The Tenderer should furnish GST Registration Certificate..
2. PAN Card Photocopy
3. IT returns for the past 3 years (Assessment year –2019-20, 2020-21 And 2021-22) and GST / VAT returns for the financial year 2019-20, 2020-21, 2021-22.

B.   Technical requirements:

1. If the tenderer is Original Equipment Manufacturer (OEM) / Printers / Proprietary / Software Developers, should have at least 3 years of experience / expertise in the successful execution of similar works (computers) tendered and the cost of such any one work should not be less than Rs. 80.00 Lakhs in a single tender in any State Governments or Quasi Government Department or Undertaking / Universities / Colleges in any one year in the last 3 financial years 2019-20, 2020-21 And 2021-22.

2. If tenderer is quoting as an authorized reseller / Channel partner of a OEM at least 3 years of experience / expertise in the successful execution of similar works (computer) tendered and the cost of such any one work should not be less than Rs. 50.00 Lakhs in a single tender in any State Central Governments or Quasi Government Department or Undertaking / Universities / Colleges in any one year in the last 3 financial years 2019-20, 2020-21 And 2021-22.

3. As proof, the bidders should upload the purchase orders and completion certificate for work executed in the previous three financial years i.e. 2019-20, 2020-21 And 2021-22.

4. Further, conditions and technical specifications incorporated in tender document are binding on all the bidders.

C.   Financial / Commercial Requirements:

A turn-over of not less than Rs. 1.50 Crores, in any one year of the last 3 financial years 2019-20, 2020-21, 2021-22. As proof, Profit & Loss Account Statement, Balance Sheets and audited reports certified by CA for corresponding financial years, should be uploaded in the e-procurement portal of GoK.

D.   General Conditions:

1. Bidder should have GST Registration (Bidder must to upload the relevant document

2. Authorized Agency certificate (MAF) Authorized Agency certificate (MAF) from Principal manufacturer for Desktop Computers, Laptops, Antivirus, NMS, Surveillance.

3. All Passive components are from single OEM to establish Surveillance System

4. All surveillance components are from single OEM

5. Bidder after visiting the installation locations Proposed Solution is prepared and it should be compatible with Existing Network Infrastructure of BCU and compatibility letter should be uploaded and also bidder should upload solution document clearly defining the installation location and procedure

6. Bidder should provide Data sheets/broachers

7. Bidder should provide 1 year warranty for all the items mentioned in the bill of materials

8. Bidder should have an office/support team in Bengaluru, Karnataka. Necessary proof to be submitted.

9. Proposed Antivirus should sync with existing Network Firewall to provide synchronize security to share information in real time, providing a unified, coordinated defense.

SECTION VII: TENDER FORM

Date: ....

IFT No: ....

To: (Name and address of purchaser)
   THE REGISTRAR
    BANGALURU CITY UNIVERISTY
    DR AMBEDKAR VEDI
    BANGALURU 560001
    KARNATAKA
Gentlemen and/or Ladies:

Having examined the Tender 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 tender documents for the sum of .... *(Total tender 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 tender.

We undertake, if our tender is accepted, to deliver the goods 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 ...... 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 tender for the Tender validity period specified in Clause 14.1 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

_____ _____
(signature)   *(in the capacity of)*

Duly authorized to sign Tender for and on behalf of
_____

PRICE SCHEDULE

Sl. No	Brief Description/Specification of Materials	Qty	Unit	Unit Price	Total Price
1	Desktop Computer System with antivirus and NMS as per Technical Specification	70	Nos		
2	LCD Projector System As per Technical Specifications	10	Nos		
3	Laser Printer As per Technical Specifications	4	Nos		
4	Xerox Machine as per technical Specifications	1	Nos		
5	Laptop computer system as per technical Specifications	5	Nos		
6	Projector Screen Type 1 As per Technical Specifications	4	Nos		
7	Projector Screen Type 2 As per Technical Specifications	4	Nos		
8	LCD TV As per technical Specifications	1	Nos		
9	Speaker System With Mic As per technical Specifications	4	Nos		
10	Outdoor Bullet Surveillance camera as per technical Specifications	11	Nos		
11	Network Video Recorder As per Technical Specifications	1	No		
12	Installation and Commissioning of Surveillance Setup with all required Networking accessories as per requirement.	11	Nos		
13	Water Purifier as per technical Specifications	2	Nos		
				SUB TOTAL	0.00
				GST@18%	0.00
				Total inclusive of all taxes	0.00

TOTAL:

Bidder   52   Registrar

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

Total tender Prices in Rs. (Words)…………………………………

Signature of Tenderer…………………………..

Name and Address:……………………………..

REGISTRAR

Signature of the tenderer: …………………………………………….

Name: ………………………………………………………..

Business Address: …………………………………………….

…………………………………………………..

…………………………………………………

Place:

Date:

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas .... (hereinafter called "the Tenderer") has submitted its tender dated .... (date of submission of tender) for the supply of .... (name and/or description of the goods) (hereinafter called "the Tender").

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 Tenderer

   a) Withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or

   b) Does not accept the correction of errors in accordance with the ITT; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender 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 Tenderers;

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 sixty five (60) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Bidder   54   Registrar

SECTION X: CONTRACT FORM

THIS AGREEMENT made the ....day of..................................., 2021 and valid up to 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 "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 tender 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 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.

Notification of Award: ………………………………………………………… dtd…………………

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	Qty. to be supplied	Unit Price	Total Price	Delivery Period
01					
02					

TOTAL VALUE:

DELIVERY SCHEDULE:

The Contract shall be interpreted in accordance with the laws of the Union of India and restricted to

Jurisdiction of Bangalore City only

All the terms and conditions as per tender documents and purchase order.

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 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 XII
(Please see Clause 11.2 (b) (ii) of the Instructions to Tenderers)

Proforma for Performance Statement for the last three years

IFT No………………. Date of Opening…………………. Time ……… Hours

Name of the Firm:
………………………………………………………………………………………..

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

Signature and Seal of the Tenderer:--

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM
* (Please see Clause 11.2(a) of Instructions to Tenderers)

No……………. dated

To

Dear Sir:

IFT No.

We………………………….. who are established and reputable manufacturers of
………………………….(name and description of goods offered) having factories at
………………………………..(address of factory) do hereby authorize M/s …………………(Name
and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by
us against the above IFT.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of
Contract for the goods and services offered for supply by the above firm against this IFT.

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 legally bind the manufacturer. It should be
included by the Tenderer in its tender.

• Modify this format suitably in case where manufacturer's warranty and guarantee are not
applicable for the items for which bids are invited.

Bidder   59   Registrar

SECTION XIV-CAPABILITY STATEMENT (DESKTOP COMPUTER SYSTEMS)

1. Name & Address of the Tenderer   Phone:

2. Classifications   (1) Manufacturer
                            (2) Authorized Agent
                            (3) Dealer
                            (4) Others (please specify)

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 equipment 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

Bidder   60   Registrar

8. Personnel/Organization:

Give Organization chart for following indicating clearly the No. of employees at various levels.

0. Quality assurance

1. Production

2. Marketing

3. Service

4. Spare parts

5. Administrative

9. Nearest service centres to each of the destination installations:

Location _____

Phone No. _____

Year of Establishment _____

10. Details of Organization at Service Centre

a)   No. of skilled employees _____

b)   No. of Unskilled employees _____

c)   No. of Engineering employees _____

d)   No. of Administrative employees _____

e)   List of special repair/workshop

Facilities available _____

f)   The storage space available for spare

Parts (sq.m.) _____

g)   Value of minimum stock of spares

Available at all the service centers in

Respective currency _____

h)   Value of the modes/types by number of

Equipment serviced by the centre in the

Last 2 years _____

11. 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) _____

12. Technical Details (Clause 12 of ITT)
(This is a sample and needs to be changed appropriately for each tender)

Note:

1. The average down time of each item should not exceed half the maximum down time**.**

2. If the maximum down time during use in warranty/ maintenance period exceeds the maximum down time as specified in the bid, the supplier should arrange immediate replacement. Failure to arrange for the immediate replacement shall render the supplier liable to a penalty as specified in the special conditions of contract.

Signature of the Tenderer _____

Business Address _____

SECTION XV- SERVICE SUPPORT FORM

Name of the service centre	Number of technical Staff available	Location with address and telephone	Service support facilities that would be provided