



OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA,
NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 001.

TENDER DOCUMENT

**FOR THE SUPPLY OF TABs TO 9000 GOVT HIGHER PRIMARYSCHOOLS IN
KARNATAKA FOR THE YEAR 2017-18**

E-Procurement Tender Document

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

Address for communication:

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OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA,
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Introduction

“**Shikshana Kirana**”, the Students Achievement Tracking System that tracks every child enrolled in school, by unique identity and name, regularity, academic performance, promotions, transfers, identify drop outs etc., has captured **student specific data** of about **1 crore students** studying in all schools of the state. The system is designed for online monitoring of the performance of students, teachers and school managements.

This system could already digitize the records of more than one crore students, four lakhs teachers and seventy seven thousand schools in the whole state including private aided and unaided schools. It has become a base platform from Anganwadi to Higher Secondary School.

Selected Govt. Higher Primary Schools 9000 schools are planned to be covered under this component during 2017-18. The focus is on to monitoring the school, students and teachers information as well as attendance and other related things for implementing the programme.

Objectives of the programme

- Student enrollment
- Student promotions to next class
- Transfer certificate issuance
- Student academic performance
- Track drop outs,
- Track children with special needs,
- Process most of the school management functions.
- Teacher profile and user creations
- School profile
- UDISE related asset management
- Auto generation of UDISE reports for Government of India (only in Karnataka)
- Related MIS and reports
- Student Attendance
- Student incentives
- Student Learning Assessment
- Supplementary Teaching Management
- Aadhar validation and verification
- Scholarship
- School registration and recognition
- Teacher Registration
- Teacher Attendance
- Teacher deployment plan

Programme component

The programme components include web-based UDISE system dependent Student Achievement Tracking System (SATS), Management Information System (MIS) and open source applications for development and use of content both for teachers and students, monitoring usage of e-content by students, creation of dashboard for monitoring the classroom process for ICT, using applications installed at State Data Centre and school level PCs. This would also require development of customized applications. The infrastructure requirements to ensure the above include, laptops, LCD Projectors, Mini-PCs UPS and broadband connectivity.

Karnataka has 34 Educational districts, each district is divided into taluks. The project aims at providing TABs to 9000 selected Govt. Higher Primary Schools schools in Karnataka.

Objectives of the programme

- (i) Provide an opportunity to the teacher to enrich their technological knowledge.
- (ii) Build teachers' capacity for their role in monitoring school and students attendance.
- (iii) To improve the quality of Administration as well as quality in school development.
- (iv) To monitor teacher attendance.
- (v) To monitor Student attendance.

Programme component

The report of the National Knowledge Commission (2008) has given significance importance to use computer technology in education and recommended that 'wherever feasible computer technology should be made more accessible to teachers, students, and administration of learning, training, research, administration, management, monitoring, etc. This requires the provision of more facilities such as computers as well as connectivity and broadband facilities.

The State Project Director, OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA and RASTRIYA MADHYAMIKA SHIKSHANA ABHIYANA, NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 000. here by invites Technical & Commercial bids from officially registered & eligible Suppliers in Karnataka for the supply of TABs to 9000 selected Govt. Higher Primary Schools schools under EQUIP Project for the year 2017-18.

1	Tender Reference	File No. SSA/RMSA/EQUIP/TAB/M.LAPTOP/2017-18 Date : 27/03/2018
2	Date of commencement Tender	27/03/2018
3	Last date and time for submission of tender	26/05/2018 at 5.00 pm
4	Date & time of Pre Bid Conference	16/05/2018 at 3.00 pm
5	Date & Time of opening of Technical Bid	29/05/2018 11.00 hrs IST
6	Date & Time of opening of Commercial Bid	04/06/2018 11.00 hrs IST
7	Venue of pre bid conference ,opening of tenders & address for communication	OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA, NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 001.
8	E.M.D.	Rs. 18,90, 000/-

Interested and eligible bidders can submit their bids through E-procurement process only.

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

1. The Director, OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA, NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 0001. invites E-tenders from eligible bidders for the supply of TABs to 9000 selected Govt. Higher Primary Schools schools in Karnataka Project for the year **2017-18**
2. The Bidders should submit tenders through E –Procurement portal for the above given goods. BIDDERS are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents may be downloaded from www.eproc.karnataka.gov.in The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in> . Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone
4. The Earnest Money Deposit of Rs **18,90,000/-** Lakhs (Rs Eighteen Lakhs Ninety Thousand only) shall be paid through any of the following e-payment modes.
 - a. Credit card
 - b. Direct debit (ICICI bank holders only)
 - c. National Electronic Fund Transfer.
 - d. Remittance over the ICICI Bank counters using OTC challan anywhere in India.The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank
5. Technical bids will be opened on the scheduled date 27-05-2018 at 10.00 hrs IST, in the presence of the BIDDERS or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. Other details can be seen in the tender document.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION – II: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1 Eligible Bidders

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the supply of goods to be purchased under this Invitation for Tenders.

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

2. Cost of tendering

2.1 The Bidders shall bear all the costs associated with the preparation and submission of its tender and State Project Director, SSA&RMSA herein after referred to as purchaser, will in no case be responsible or liable for this costs regardless of the conduct or outcome of the tender process.

2.2 The Bidder may wish to visit and examine the sites (Schools) and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

B. TENDER DOCUMENTS

3. Contents of Tender Documents

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

- i. Instructions to Bidders (ITT)- Section II
- ii. Description and scope of contract - Section III
- iii. Terms and conditions of Contract (General and special)-Section IV
- iv. Technical Specifications- Section V
- v. Schedule of Requirements of Equipments at School level –Section VI
- vi. Technical Bid form as per Section VIII-A and VIII-B
- vii. Performance Security Form as per Section XI
- viii. Qualification criteria as per Section VII
- ix. Contract Form as per Section X
- x. Statement of past performance
- xi. Acceptance of implementation schedule.
- xii. Undertakings.
- xiii. Details of organisation.
- xiv. Checklist of documents to be submitted in first envelope.
- xv. Manufacturers authorization form as per Section XIII
- xvi. Service support form as per Section XV
- xvii. Price schedule as per Section VIII-B
- xviii. Tender form as per Section VIII
- xix. Performance security bank guarantee form XI /1
- xx. Capability statement form XIV

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

4. 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 purchasers` mailing address indicated in the invitation for tenders.
- 4.2 The purchaser will respond in writing to any request for the clarification of the tender document which it receives not later than 7 days prior to the deadline for submission of the tender prescribed by the purchaser.
- 4.3 Written copies of the purchasers` response (including and explanation of the query but without identifying the source of enquiry) will be sent to all prospective tenders which have received the tender document.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal. No individual communication is made in this regard by SPD, SSA&RMSA

5.2 In order to allow prospective BIDDERS reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.

5.3 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on the e-procurement portal. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid. It will be the bidder's responsibility to check the e-procurement portal for any amendment/addenda on the bidding Documents, before submitting the bid.

5.4 Pre-bid meeting shall be held as scheduled _____ 11.00 hrs IST at OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA, NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 0001. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 03.00 pm on the date of pre-bid meeting _____

5.5 Formats for Submission of Queries for Clarifications

Bidders requiring specific points of clarification may communicate with SSA&RMSA during the specified period using the following format:

<<Name & Address>>

Bidder's Request for Clarification

<<Name & Address>>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of Clarification required.

C. PREPARATION OF TENDERS

6 Language of Tender

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

7.1 The tender prepared by the Tenderer shall comprise the following components:

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

8. Tender Form

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

9. Tender Prices

9.1 The tenderer shall indicate the unit price of each Tab and total tender price of entire quantity on the prices schedule that shall be inclusive of all taxes, packing with bag, transportation of the goods inclusive of comprehensive maintenance charges during the warranty period shall be specified.

9.2 Prices on the Price Schedule shall be entered including all taxes:

- (i) the price of the goods, quoted (off-the-shelf), 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 taxes which will be payable on the goods if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
- (iv) The price of other incidental services listed in clause 4 of the special condition of contract 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 Conformity to Tender Documents

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to the tender and its qualifications to perform the contract if its tender is accepted.

11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to purchaser's satisfaction :

- (a) That in case of tender offering to supply equipment 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.
- (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 the 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 3 years and details of current contracts in hand and other commitments. (suggested profroma given in Section XII)

11.3 Bids submitted by a Consortium of two firms as partners formed after the notification to bid for this tender, shall also comply with the following requirements:

- a. the bid shall be signed so as to be legally binding on all partners;

- b. one of the partners shall be nominated as prime bidder, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c. the prime bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium, and the entire execution of the Contract, including payment, shall be done exclusively with the prime bidder;
- d. the partner or combination of partners that is responsible must meet the relevant minimum qualification criteria for that component;
- e. a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Consortium. If, as a result of the bid opening, this requirement is not met, all bids involving the firm as a single Bidder or consortium partner will be disqualified;
- f. all partners of the Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned above, in the bid as well as in the Contract (in case of a successful bid).
- g. The Partners formed as consortium after notification of the tender cannot be changed during the bidding process and also till the execution of the project is completed, if selected.

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 goods and services evidences of conformity of the goods and services to the tender documents may be in the form of literature, drawing and data, and shall consist of-

- a) A detailed description of the essential technical and performance characteristics of goods.
- b) A list giving full particulars, including available sources and current prices of the spare parts, special tools etc necessary for the proper and continuing functioning of the goods
- c) An item by item comments on the purchasers` technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviation and expectations 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 its` successful operations and
- e) A confirmation that the tenderer is either the owner of the intellectual property rights in hardware and software items offered, or it has the proper authorization and /or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the contract without prejudice of other remedies that the purchaser may take.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to IFT Clause 7, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.

13.2 The Tenderer shall transfer Rs. **18,90,000/-** as EMD to e-governance.

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

- a) At the tenderer`s option, be in the form of a certified cheque, letter of credit, a demand draft or a bank guarantee from the nationalized/ scheduled bank located in India or specified small savings instruments
- b) Be substantially in accordance with one of the forms 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 of any of the conditions listed ITT clause 13.7 are evoked
- d) be submitted in original form; copies will not be accepted and
- e) remain valid for period of 90 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 (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.) as above ICICI bank and other options

13.5 Unsuccessful Tenderer's tender securities will be discharged/ returned as promptly as possible as but not later than 60 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 earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.

13.7 The earnest money deposit may be forfeited:

- a) if a Tenderer i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or ii) does not accept the correction of errors pursuant to ITT Clause 22.2; 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 ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer

granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 Eligible e- tenderer shall upload all the documents required for this bid, in e-procurement and submit and sign using digital key.

D. SUBMISSION OF TENDERS

16. Submission of Tenders

16.1 All BIDDERS should submit their tenders through e-procurement portal only.

16.2 Telex, Postal, Cable or facsimile tenders will be rejected.

16.3 Tender should be submitted

1. Technical bid as per section VII qualification criteria,
2. Financial bid as per section VIII-B

17. Deadline for Submission of Tenders

17.1 Tenders must be uploaded and signed as specified under ITT Clause 16 no later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

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

18. Late Tenders

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

19. Modification and withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.

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

19.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. TENDER OPENING AND EVALUATION OF TENDERS

20 Opening of Tenders by the Purchaser

- 20.1 The Purchaser will open all technical bids submitted through e-procurement portal in the presence of BIDDERS' representatives who choose to attend, at 11.00 am on _____ at the OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA & RASTRIYA MADHYAMIKA SHIKSHANA ABHIYANA, NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 0001.
- 20.2 The BIDDERS' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- 20.3 The BIDDERS' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 20.4 The Purchaser will prepare minutes of the technical bid evaluation and publish the same in e-portal.

21 Clarification of tenders

21.1 During evaluation of tender, the purchaser may, as its discretion, ask the tenderer for clarification of its tender. The request for clarification and response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

- 22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 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 lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 22.3 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 ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Qualification Criteria, 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.

22.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfill the eligibility criteria, the purchaser may call for additional documents from some BIDDERS or all the BIDDERS.

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. No tender will be considered if the complete requirements covered is not included in the tender.

23.2 . The purchaser`s evaluation of a tender will exclude and not take into account

- a) In 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 tender.

23.3 . The purchaser`s evaluation of a tender will take into account, in addition to the tender price and price of incidental services the following factors in the manner and extent indicated in ITT clause 23.4 and in the technical specifications;

- a) cost of inland transportation, insurance and other costs with in 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 of the spare parts and after sales services for the Tab offered in the tender.
- e) Online Monitoring solution and complaint redressal mechanism for working condition of the equipment thus supplied during the warranty period.

23.4 . Pursuant to ITT clause 23.3 one or more of the following evaluation methods will be applied.

a) *Inland transportation, insurance and other incidentals*

- i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT clause 9.2 (ii) Warranty and comprehensive maintenance costs (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 for requirements. The estimated time of arrival of 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 extra- factory price including excise duty for each month of delay beyond the base and this will be added to the tender price of evaluation. No credit

will be given to earlier deliveries and tenders offering delivery beyond one month of the 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 tender as compared to those stipulated in this invitation, at a rate of 2% per annum.

d) The cost to the purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender document will not be considered.

e) The Cost of comprehensive Maintenance Service during the warranty period shall be part of the Price quote.

24 Contacting the purchaser

24.1 Subject to ITT clause 21, no tenderer shall contact the purchaser on any matter relating to the tender, from the time of tender opening to the time 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 the tenderer to influence the purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of tenderer`s tender

F. AWARD OF CONTRACT

25. Post qualification;

25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected **Govt. Higher Primary Schools** as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 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.

26.2 If L1 bidder steps down/fails to implement the project, actions will be initiated as per ITT

Clause 13.7

26.3 In such case as 26.2, the tender inviting authority will invite, L2 bidder to implement the project in L1 rates or so on provided 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 % 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 BIDDERS.

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 or e-mail, that its tender has been accepted.

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

29.3 . Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit at unsuccessful tenderer, pursuant to ITT Clause 13..

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

30 Signing of Contract

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

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

31 Performance Security

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

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

32. Corrupt and fraudulent practices.

32.1 The Government requires the 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 purpose of this provision, the terms set forth as follows.

i) “corrupt practice” means offering, giving, receiving or soliciting of any thing of value to influence the act of public official in the procurement process or in the contract execution and

ii) “fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the Government and includes collusive practice among the tenderers (prior to or after tender submission) designed to a established prices at artificial non competitive levels and to deprive the Government of the benefits of free and open competition-

iii) “obstructive practice” means deliberately destroying, falsifying, altering or concealing or making false statements during Bidding Process or during the execution of project in order to materially impede the Department into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from bidding or execution of any services to the Department.

b) will reject a proposal for a award if it determines that the tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for 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 any other time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government financed contract.

32.2 further more tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the general conditions of the contract

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SECTION III: GENERAL CONDITIONS OF CONTRACT
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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 firm or consortium supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application:

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

3. Standards

3.1 The Goods delivered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate 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;

- 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 10 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including warranty obligation of 3 years.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a. A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - b. A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - c. Specified small savings instruments duly pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations.
- 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, before the delivery and or at the goods to the final destination. If conducted on the premises of the supplier or its sub contractor's.
- 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 Manual 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 16 of the special conditions of the contract shall be conducted on the dated mutually agreed upon and within two months from the dates 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 of service 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 (Annexure). 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 Karnataka defined as Project site, transport to such place of destination in Karnataka 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.
- (f) On each of the Supplied product, Unique Asset Tracking Sticker shall be pasted. The Sticker shall consists of the Tender No, PO Date, Supply (Month & Year), Warranty period (Duration) and Warranty upto (Month, Year), Supplier Name and Helpdesk Nos. The Same shall be pasted backside of the Tab. During the preventive maintenance, if the sticker is teared off, the same shall be replaced accordingly.

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.

12.3 Transfer of Assets in working condition

- (a) The Supplier shall provide SPD, SSA/RMSA with a recommended "Asset Transfer Plan" before 3 months of closure of the Contract, which shall deal with all the activities/functions to be undertaken in the Exit Management Period, in relation to this Contract.
- (b) The exit management plan or Asset Transfer Plan shall address the handing over all the equipment in working condition to the Department. For this purpose, a Joint inspection by Supplier's engineers and Department's personnel shall be carried within 30 Days from the closure of the Contract period.
- (c) No compensation shall be payable whatsoever to the Supplier during the exist management period.
- (d) The Supplier shall provide all such information and support as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Department or its nominated agencies or its Replacement AMC vendor.
- (e) During the joint inspection, if any of the equipment if found to be faulty, the same shall be rectified immediately.

SPD, SSA/RMSA shall be entitled to invoke the Performance Security or deductions in the Warranty payments and shall return the Performance Security after necessary deductions/adjustment, if any faulty equipment's is transferred at the end of contract period

13 Warranty

13.1 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.

13.2 The warranty shall remain valid for 36 months comprehensive, 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 39 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 guarantee are not attained in whole or in part, the supplier at its discretion either.

- a) Make such changes, modifications and/or additions to the goods or any parts thereof as may

- be necessary in order to attain the contractual guarantees specified in the contract as its own cost and expense and carryout further performance tests in accordance with SCC4; or
- b) Pay liquidated damages to the purchaser with respect to failure to meet the contractual guarantees. The rates of these liquidated damages shall be specified in the technical specifications.
- 11.4 the purchaser shall promptly notify the supplier in writing /e-mail/phone call of any claims arising under the warranty.
- 13.4 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 District head quarters . 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 event of any correction of any defects or replacement of the defective material during the warranty period, the warranty of the corrected or replaced material shall be extended to a further period as extended by OEM
- 13.5 If the supplier, having been notified fails to remedy the defects within 3 days the purchaser may proceed to take such remedial action as may be necessary, at the suppliers` risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 13.6 The supplier shall guarantee a 98% uptime of equipment/peripherals.
- 13.7 If any equipment(s) gives continuous trouble, say 6 months during the warranty period , the supplier shall replace the system(s) with new system(s) without any additional cost of the purchaser.
- 13.8 Maintenance and service
- i) Free maintenance service shall be provided by the supplier during the period of warranty.
- ii) During the comprehensive warranty and maintenance period the maximum time for maintenance complaint from any of the destinations the schedule Service level Agreement will be applicable as specified.
- 13.9 The vendor needs to provide the following services:
- a) The vendor shall provide a computer logging system - a web portal management system, at each of the District head quarters to monitor the functioning of the Tab. Half Yearly reports need to be submitted during the project period to SPD, SSA&RMSA. The provision should also have to be made for the end users to log in to this portal system and entries made regarding the functioning of the hardware provided in the schools. These reports will be consolidated and considered for calculating the average down time of the systems.
- b) The vendor is also required to provide a toll free number with adequate lines so that the end users can contact and report complaints about non-functioning of any systems.
- c) A Web based Dash Board shall be integrated with Department website / Portal for regular tracking of the same. All the SLA's shall be auto calculated on monthly basis through the system based on the Payment schedule.
- d) For each hardware and software component installed, the vendor is required to train the designated end-user personnel to enable them to effectively operate the total system. The end user personnel i.e at least Two teacher from each Govt. Higher Primary schools to be trained. Do's and Don't's in operating the system shall be imparted as part of this training.

- e) The vendor shall have sufficient service centers in the State and each of these service centers must be headed by a Senior Service Engineer and must be staffed sufficient number of staff across the state. The supplier shall provide the contact numbers of the service engineers to the concerned Cluster Resource Person and SPD,SSA&RMSA to facilitate the timely maintenance of systems.
- f) Also, the vendor shall maintain sufficient buffer stock / parts at each service center to provide the quick services during the warranty period.
- g) SPD, SSA&RMSA shall be entitled to serve notice in writing on the Supplier at any time during the contract period or within 3 months after completion of contract period, requiring the Supplier and/or its Consortium partner to provide SPD, SSA&RMSA with a complete and up to date list of the Assets along with working status within 30 days of such notice.

14. Payment

- 14.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.
- 14.2 The method and conditions of payment to be made to the supplier under this contract shall be specifies in the SCC
- 14.3 Payment shall be made in Indian Rupees.

15. Prices

- 15.1 Prices payable to the Supplier as stated in the contract shall be firm during the performance of the contract.

16 Change Orders

- 16.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:
 - a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. The method of shipping or packing;
 - c. The place of delivery; and/or
 - d. The Services to be provided by the Supplier.
- 16.2 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.

17. Contract Amendments

- 17.1 Subject to GCC clause 16, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

18 Assignments

18.1 the supplier shall not assign, in whole or in part, its obligations to perform under the contracts, except with the purchaser`s prior consent.

19 . Subcontracts

19.1 No Sub-contracting shall be allowed.

20. Delays in the Supplier's Performance

20.1 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

20.2.If at any time during performance of the Contract, the Supplier 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.

20.3 Except as provided under GCC Clause 23, 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 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Liquidated Damages

21.1 Subject to GCC Clause 23, 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, penalties as specified in the Service Level Agreement, Until actual or performance, up to a maximum deductions of 10% of the contract price. Once the maximum is reached the purchaser may consider termination of the contract pursuant to GCC clause 22.

22. Termination for Default

22.1The 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 20; or
- (b) If the supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or obstructing practices in competing for or in executing the Contract.

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1 , 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.

23. Force Majeure

- 23.1 Notwithstanding the provisions of GCC Clauses 20, 21, 22, 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.
- 23.2 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.
- 23.3 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.

24. Termination for Insolvency

- 24.1 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.

25. Termination for Convenience

- 25.1 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.
- 25.2 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.

26 Settlement of Disputes

- 26.1 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.
- 26.2. 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.
- 26.2.1. 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.

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

26.3. Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and
- b) The Purchaser shall pay the Supplier any monies due the Supplier.

27. Limitation of Liability

27.1 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.

28. Governing Language

28.1 The contract shall be written in English language. Subject to GCC Clause 29, 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.

29. Applicable Law

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

30. Notices

30.1 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.

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

31. Taxes and Duties

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

32. Debarment/Black listing:

32.1 The SPD, SSA&RMSA reserve the right to black-list debar any bidder/supplier due to any act of

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

SECTION IV: SPECIAL CONDITIONS OF THE CONTRACT

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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 State Project Director, Office of the State Project Director, Sarva Shikshana Abhiyana, Nrupathunga Road, K.R. Circle, Bengaluru-560001.
- (b) The Supplier is (To be filled at the time of Contract signature)
- (c) The Project Site is –DDPI / DIET’s at the District level as per the Annexure provided.

2. Inspection and Tests (GCC Clause 7)

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

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier’s inspection report and manufacturer’s warranty certificate, the purchaser will test the equipment after completion of the installation and commissioning at the site of installation.
- (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 7 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% 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 week will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.
- (iv) Pre delivery and post delivery inspections

As and when the project equipment’s are ready for shipment, the second party should notify the first party in writing, the location of the equipment.

The First party engages on it’s own expenses a Third Party for Pre-delivery Inspection of the

equipment basis. The second party shall organize for necessary tools and equipment for the smooth testing by the third party.

Only after Acceptance of the department based on Pre-delivery inspection conducted by Third Party, approval will be provided for Delivery of the equipment.

Once, the installation has been completed by the Second party at Schools, Post-delivery inspection will be carried by the Third Party engaged by First party on it's own expenses. Necessary support shall be provided by the Second Party.

3. Delivery and Documents (GCC Clause 9)

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

- (i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

The supplier has to supply the warranty certificate for each equipment to the Beneficiary. The supplier has to provide comprehensive service during the entire warranty period of 3 years .

Delivery Schedule

Sl.No	Activity	Schedule
1	Commencement of Delivery schedule	Date of issue of work order
2	Consignment ready for pre-delivery inspection	30 Days from the dates of issue of work order
3	Delivery to all schools	15 days after the quality check and certification

During the warranty period, for each of the billing cycle, the Supplier shall submit the following,

- (i) Two Copies of Preventive Maintenance Schedule published
- (ii) Two copies of the Preventive Maintenance Reports duly signed and sealed by Engineer, and Head of the Institution for the billing period
- (iii) Two copies of Complaints Register and Rectification confirmation report duly
- (iv) List of non-working equipment's (DPI/ DIET wise)

(v) Any other report relevant

Once the Web based monitoring system and other IT infrastructure and Applications are available with the Department, the physical copies will be avoided to the extent possible.

4. Incidental Services (GCC Clause 12)

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

- a. Performance of the on-site assembly, commissioning and supply of packed items to all the districts 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 in the installation and operation of the equipment and its utilities as specified in the clause 16 of SCC.
- d. Maintenance and repair of the equipment at each location during the warranty period. This shall not relieve the supplier of any warranty obligations under this contract.
- e. Comprehensive maintenance and repair of the supplied goods for the warranty period of 36 months. .
- f. The supply and comprehensive service during the entire warranty period of 3 years will be comprehensive and covers the cost of required for replacement/ repair the equipment. Comprehensive maintenance should assure 98% uptime of all equipment.

5. Payment (GCC Clause 14)

- (i) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 6 & 7, and upon fulfillment of other obligations stipulated in the contract.

Payment shall be made in Indian Rupees.

For 9000 TABs to selected Govt. Higher Primary Schools schools in Karnataka

Sl.No	Payment	Amount payable
1	After supply of 9000 TABs to selected Govt. Higher Primary Schools schools	78% of the quoted cost
2	After verifications of documents and obtaining post delivery inspection reports	10% of the quoted cost
3	AMC for 3 years (6 half yearly)	2% each half year

5.1 Service Level Agreement

Service Level Agreement								
S.No	Service metrics parameters	Baseline	Low performance		Violation of Service Level Agreement		Basis of measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
Supply, Transportation, Pre & Post Delivery Inspections, Installation								
1	Material Ready for Pre- Delivery Inspection	30 Days from the WO	One week after the due date	Rs 0	>1 week after the due date	0.25 % of the Contract Value per every week.	Ready ness letter for pre-delivery Inspection by the supplier.	If the materials are available in LOTS, the penalty will be calculated for balance equipment only.
2	Pre-Delivery Inspection. (Purchaser's Responsibility)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Third Party inspection Report	If the equipment fails in the Pre-delivery inspection, the same will be intimated to Supplier and SLA No 1 is applicable. (for avoidance of doubt, if early intimation is made initially, only the balance days will be considered. Even the equipment fails, No additional time period is allowed)
3	Supply and installation in the locations	15 Days from the Issue of Release Order	One week after the Due Date	0.25% of the Contract Value	>1 week after the due date	0.50% of the contract value upto Max of 10 %	Submission of Installation reports	The deduction shall be made per location basis.
4	Post Delivery Inspection (Purchaser's Responsibility)	Within 3 Weeks from the Release Order to 3 rd Party	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Third party Inspection Reports	If the equipment fails in the Post-delivery inspection, the same will be intimated to Supplier and SLA No 1 is applicable.(for clearance of doubt, if early intimation is made initially, only the balance days will be considered. Even the equipment fails, No additional time period is allowed)
5	Integrating the Web Based Asset Tracking System to the Department website	With in 3 Weeks from the First payment made to the Supplier	One week after the Due Date	Rs.0	>1 week after the due date	Rs 1000 per every Day delay	The Dash Board view shall be available to the Public & Officers. Role based Access to the end users	
6	Training to end Users (teachers, HM) at each	Within 4 Months from the supply	One month after Due Date	Rs 0	>1 month after the due date	Rs 1000 per Every Month delay	Training / Awareness Session attendance sheet duly signed by the	The training conducted during the Installation / Preventive Maintenance also will be

Service Level Agreement

S.No	Service metrics parameters	Baseline	Low performance		Violation of Service Level Agreement		Basis of measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
Supply, Transportation, Pre & Post Delivery Inspections, Installation								
	School on preventive Maintenance / Problem Logging on to the portal etc						participants	considered

Service Level Agreement

S.No	Service metrics parameters	Baseline	Low performance		Violation of Service Level Agreement		Basis of measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
Comprehensive Maintenance and preventive Maintenance during Warranty period								
9	System Fault Complaint (response Time)	2 Days from the Logging the Complaint	One Day after the Due Date	Rs 0	>3 Days after the due date	Rs 50 per every day delay for each working days	Physical Visit to the location for diagnosis of the exact problem. During the Physical visit, if the Problem is being rectified, the rectification time is considered as zero.	Telephonic discussion is not considered as Response, if the problem is not rectified with remote discussions with the Complainer. For the purpose of Calculation, only working days will be considered.
11	System Fault Complaint (rectification Time)	2 Days from Responded date	One Day after the Due Date	Rs 0	>3 Days after the due date	Rs 100 per every day delay for each working day	Rectification of the System / replacement of the system with equivalent / higher system and closing the complaint	
13	Availability of Web Based Monitoring tool for Complaint Registration and Dash Board	24 x 7 x 365 Days	1 Day non availability in a month	Rs 0	>1 Day not working in a month	Rs 500 per Day		Scheduled down time of One Day per month is allowed.
14	Preparation of Half yearly Preventive Maintenance Schedule	Within 2 Weeks for every Schedule (6 months schedule)	One week after the Due Date	Rs.0	>1 week after the due date	Rs 500 per every week delay	Schedule shall be uploaded on the site and also intimate minimum 2 weeks before to the concerned HM's / DIETs	If any variation / changes in the schedule the same shall be updated accordingly.
15	Conducting	All the equipment	One week after	Rs.0	>1 week	Rs 100 per every	Preventive	

Service Level Agreement

S.No	Service metrics parameters	Baseline	Low performance		Violation of Service Level Agreement		Basis of measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
Comprehensive Maintenance and preventive Maintenance during Warranty period								
	Preventive Maintenance as per the schedule	shall be completed within 6 months period	the Due Date		after the due date	week delay	Maintenance Reports.	
16	Replacing any part for repeated problem	The Part shall be replaced with new , unused compatible part with in One week when 5 th time problem occurs in consecutive 6 months	One week after the Due date	Nil	>1 week after the due date	Rs 100 per Week + Not working penalties as applicable	Replaced part details shall be updated recorded accordingly.	
17	Replacing the complete system for repeated problem	If the problem is due to defect in manufacturing as identified by the engineer and problem repeated for 5 th in consecutive 6 months, the system shall be replaced with new, unused same model (or higher)	Three weeks after the Due date	Nil	>3 weeks after the due date	Rs 200 per Week + Not working penalties as applicable	Replaced system details shall be updated recorded accordingly.	

6. Settlement of Disputes (GCC Clause 26)

The dispute settlement mechanism to be applied pursuant to GCC Clause 26.2.2 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 ⁹Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bengaluru, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (GCC Clause 30)

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

Purchaser: Director, OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA,
NRUPATHUNGA ROAD, K.R. CIRCLE, BENGALURU – 560 0001.

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

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8. Progress of Supply:

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

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

- 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 payment under the contract(in case of stage wise inspection, details required may also be specified)

9. Right to use defective equipment:

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

10. Supplier Integrity:

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

11. Supplier's Obligations:

- i. The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- ii. The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- iii. The Supplier is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.
- iv. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

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

13. Site Preparation and Installation :

Site preparation to be done by purchaser

14. Hardware / Software 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 the installation sites.

The Supplier shall Install the SATS Mobile Application along with the other default **factory installed** Applications. This shall be achieved either using the Device Owner or BYOD using the Android Enterprise in all the Tabs thus supplied or any mechanism to provide the necessary functionality.

The End users shall not have the option to delete the SATS application from the Device. However, if any updates happen to the Mobile Application, the same shall be able to get updated through Google Play Store or from the other sources as well.

15. Hardware Maintenance :

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

If any critical component of the entire configuration is out of service for more than 3 days the supplier shall either immediately replace the defective unit or replace it at its own cost

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 whole system. The training schedule will be agreed to both the parties during the performance of the contract.

17. Technical Documentation :

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

SECTION V - TECHNICAL SPECIFICATIONS

1. TABs for 9000 selected Govt. Higher Primary Schools with following specifications shall have to be supplied without any deviation:

Specification of Tables (Android OS) for Schools

Sl. No.	Description	Specification
1	Processor	Minimum 1.3 GHz Quad core Higher
2	SIM	GSM SIM Card slot
3	Network Support	2G, 3G & 4G Support
4	Display	Minimum 8" inches Capacitive touch screen or higher Minimum resolution 1280x800 pixels
5	Internal Storage	16 GB or Higher
6	RAM	2 GB or above
7	Connectivity	-Mandatory EDGE / 3G & 4G Mobile data support -802.11 a/b/g/n/ac
8	Camera	Primary (Rear) – 5 MP or higher with Auto Focus Feature Secondary camera – 2 MP or Higher
9	Operating System	Android 6.0 or higher
10	Audio	Internal Speaker; 3.5 mm Audio Jack
11	Location Technology	GPS & AGPS facility for capturing the location coordinates
12	Certification	BIS certification, CE/FCC
13	Battery	Minimum 4000mAh Battery or Higher
14	Bluetooth	Bluetooth v4.0 or higher
15	Warranty	3 years warranty at district level
16	Shell	Metal

Additional Requirement: There should be a capability to attach UIDAI approved external biometric authentication device. Biometric reader in the tablet itself is not needed.

The proposed SATS mobile Application shall Factory Installed along with mandatory Applications in the Tabs.

SECTION VI: SCHEDULE OF REQUIREMENTS

As per section II GCC Clause 27, the Director, SPDSSA&RMSA, reserves the right to increase or decrease 25% of the above requirements.

Time schedule for the supply is tentative and shall be as follows;

As per GCC Clause 9 and SCC clause 3

Details of TABs to be supplied to 9000 Government Schools

Sl.No	Educational Districts	Approximate quantity of TABs to 9000 Govt. Higher Primary Schools schools	Remarks
1	BAGALKOTE		List of schools enclosed in Annexure-1A,
2	BANGALORE RURAL		
3	BANGALORE NORTH		
4	BANGALORE SOUTH		
5	BELAGAVI		
6	BELLARY		
7	BIDAR		
8	CHAMARAJANAGAR		
9	CHIKKABALLAPUR		
10	CHIKKAMAGALURU		
11	CHIKKODI		
12	CHITRADURGA		
13	DAKSHIN KANNADA		
14	DAVANAGERE		
15	DHARWAD		
16	GADAG		
17	HASSAN		
18	HAVERI		
19	KALBURGI		
20	KODAGU		
21	KOLAR		
22	KOPPAL		
23	MADHUGIRI		
24	MANDYA		
25	MYSORE		
26	RAICHUR		
27	RAMANAGARA		
28	SHIMOGHA		
29	SIRSI		
30	TUMKUR		
31	UTTARA KANNADA		
32	UDUPI		
33	VIJAYAPURA		
34	YADAGIRI		
	Total	9000	

Serial Number	Brief Description	Approximate quantity	Delivery Schedule	EMD in Rupees
1	Supply of Tablets as per the specification at Section V including comprehensive maintenance of service for a warranty period 3 years, to the final destination with all loading, unloading, training, installation, taxes, insurance, incidental charges, cess etc	9000 Nos.	a) Equipments need to be ready for Pre deliver inspection within 30 days from the date of issue of Supply order. b) Equipment needs to be delivered within 15 days from the date of issue of quality check clearance is given.	`18,90,000/-

Note: Soon after the receipt of the quality test certificate/Check Clearance from the competent authority the supplier should supply the goods in accordance with the Clause (b) & strictly adhere to the delivery schedule.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2.b of ITT)

S.No	Qualification Criteria	Documents to be Submitted
1	The Tenderer should be the original equipment manufacturer (OEM) or An authorized dealer of OEM	<ul style="list-style-type: none"> • Declaration on the Letter Head of the OEM as per the format enclosed at Section XIII
2	Should be a Company registered under the Companies Act 1956 or partnership Act 1932 and should be operating in India for the past five years. In case of Consortium, there shall be not more than 2 entities, namely the Lead and the Partner The consortium partner also should be operational in India for the past 3 Years and should be a company registered under Companies Act 1956 or Partnership Act 1932.	<ul style="list-style-type: none"> • Copy of Certificate of registration for the Lead Bidder and Partner. • Copy of Consortium agreement or Memorandum of Understanding between the Partners. Consortium documents should clearly mention roles and responsibilities of each participating member.
3	The Lead bidder and Partner should have positive net worth in each of the last 3 audited financial years ending March 2017/ last three financial years	<ul style="list-style-type: none"> • A certificate from the Chartered Accountant clearly stating the Net Worth in the last audited financial years
4	The lead bidder should have turnover of at least INR 10 Crores in each of the last 3 audited financial years (2014-15, 2015-16, 2016-17)	<ul style="list-style-type: none"> • Certificate from Chartered Accountant of the organization along with Profit & Loss Statements and Balance sheets for the said period
5	The bidder should have supplied the minimum 500 Tabs of same make proposed in the last 2 years.	<ul style="list-style-type: none"> • List of Clients, No of Systems, Make, Model supplied by the bidder and certified by the respective OEM.
6	The Bidder should have minimum 20 Service Centers across the Karnataka. (For the purpose of Service centers, bidder's Own Service Centers or OEM's Service Centers also can be considered)	<ul style="list-style-type: none"> • List of Service Centers (Name, Full Address, Contact Number, Mail ID) • List of Service Engineer details for each Service Center (Name, Qualifications, Yrs of experience, Contact Number, and mail ID)
7	The bidder (both lead bidder and Partner in case of consortium) should submit valid documentary proof of GST registration number and the details of income tax registration.	<ul style="list-style-type: none"> • Copy of PAN Card • Copy of GST registration • Proof of Submission of Latest Income Tax returns
8	The bidder should have similar experience of Supply of Hardware and Maintenance in the last 3 Years	<ul style="list-style-type: none"> • Proof of Purchase Order / Agreement and Successful execution of Maintenance. • The Tenderer should submit the documents to prove similar experience in the past 3 years as per Section XII.
10	The Bidder shall have robust Web based In-	<ul style="list-style-type: none"> • Details of Functionality and URL

	frastructure Maintenance and Tracking system / Ticketing system	
11	Technical Compliance of the Specifications of Tabs	<ul style="list-style-type: none">• Compliance Confirmation as per Section XIV
12	EMD Should be submitted to CeG as per ITT Clause 13	

SECTION VIII: TENDER FORM

File No. SSA/RMSA/EQUIP/TAB/MLAPTOP/ 2017-18

Date : _____

**OFFICE OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHANA ABHIYANA, NRUPATHUNGA ROAD,
K.R. CIRCLE, BENGALURU – 560001.**

“The supply of TABs to 9000 Government Schools under EQIP project”

From,

To
The Director,
OFFICE OF THE STATE PROJECT DIRECTOR,
SARVA SHIKSHANA ABHIYANA,
NRUPATHUNGA ROAD,
K.R. CIRCLE,
BENGALURU-560 001.

Sir,

Having examined the Tender Documents including Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide comprehensive maintenance and services satisfactory as per tender conditions and provide service for **The supply of TABs to 9000 Cluster Resource Centre in Karnataka** in accordance with said tender documents and the Schedule of Prices attached herewith and made part of this tender.

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 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 thisday of 20

(signature)

(SCAN AND UPLOAD)

SECTION VIII-A

TECHNICAL BID

S.N	Details required	To be Uploaded
1	Form T- 1 General Information	Form T-1
2	Form T- 2 Pending Litigation	Form T -2
3	Form T – 3 Financial Information	Form T- 3
6	Form T – 4 Self Declaration on Blacklisting	Form T – 4
7	Document to prove that the bidder is the original equipment manufacturer (OEM) or an authorized dealer of OEM (Section XIII)	
8	Copy of Registration Certificate of Lead Bidder and Partner	
9	Consortium Agreement (if applicable)	
10	Power of Attorney to signing Authority	
11	Positive Net worth Certificate for last 3 Years from Chartered Accountant	
12	OEM Certified experience certificate confirming the supply of same Make Equipment	
13	List of service centers and Engineer details within the State of Karnataka (Section XV)	
14	Copy of the PAN card (As specified under Section VII) of both Lead bidder and Partner	
15	GST Registration certificate of lead bidder and partner	
16	Latest Income Tax returns filed of lead bidder and partner	
17	Previous experience in the format mentioned under Section XII	
18	Annual turnover and Balance Sheets for the years 2014-15, 2015-16 and 2016-17	
21	Compliance to Technical specifications as per section XIV	
22	Manufacturer Authorization Form declaring the support for proposed equipment	

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

Seal and signature of the Tenderer

(SCAN AND UPLOAD)

Section VIII – A Form T-1
(please submit separate form for Consortium Partner)

Description	Details to be filled by Bidder
Name of the Organization	
Nature of the Organization Government / Public / Private / Partnership	
Year of Establishment (Enclose any of the following for proof of establishment) <ul style="list-style-type: none"> • Certificate of Incorporation • Audited balance sheets • Registered Partnership deed if any 	
Regd. Office Postal Address with Phone & Fax Number	
Office Postal Address with Phone & Fax Number in Karnataka	
Contact person with Phone, Mobile Number & e-mail address	
GST Regn No.	
Financial creditworthiness <ul style="list-style-type: none"> • creditworthy certificate from Bank/Financial Institutions • Bank credit facilities 	
Append applicable credentials as per RFP	

Seal and signature of the Tenderer

Section VIII – A Form T-2
 (please submit separate form for Consortium Partner)

Pending Litigation

Applicant / Consortium Partner Legal Name.....

Pending litigations (Yes / No)

If YES, Pending litigation is indicated below

Party	Matter in Dispute and Current Status	Value of Pending Claim in INR Equivalent (% of net worth)	Year

Seal and signature of the Tenderer

Section VIII – A Form T-3
(please submit separate form for each Consortium Partner)

Financial Information			
	FY 2014-15	FY 2015-16	FY 2016-17
Revenue (in INR Crores)			
Net worth			
Mandatory Supporting Documents: (a) Auditor Certified financial statements for the Last three financial years; Enclose the Balance Sheets			

Seal and signature of the Tenderer

Section VIII – A Form T-4
(Please submit separate form for Consortium member)

Format for Self Declaration on Black Listing

(Company Letterhead)

To,

[Date]

**The State Project Director,
SSA & RMSA
Govt of Karnataka,
Bengalore**

Sir,

In response to the RFP No. _____ dated _____ for quoting against the RFP as an Director of M/s << Bidder>> , I / We hereby declare that our Company / Firm _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last five financial years by **any State/Central Govt. or PSU or Local bodies** due to, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices or due to Non-performance / unsatisfactory performance.

Yours faithfully,

Authorized Signatory _____
Name _____
Designation _____
Company name _____

SECTION VIII-B

FINANCIAL BID

Schedule No.	Item Description	unit	Quantity	Price for each Unit					Total Price (4x9)
				Ex-factory/Ex-warehouse/Ex-showroom/off-the shelf	GST	Delivery, Installation, Testing, Warranty and Comprehensive Maintenance Costs for 3 Years	GST	Unit Price (5+6+7+8)	
1	2	3	4	5	6	7	8	9	10
1	Supply of Tablets as per the specification at Section V	Nos	9000						
TOTAL									

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

Note:

- a) In case of discrepancy between unit price and total price, the unit price will prevail
- b) Tenderer should quote the Grand total in e-procurement portal
- c) For Evaluation the price quoted in section VIII-B will be considered.

Signature of Tenderer

Name and address:

(SCAN AND UPLOAD)

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X:
CONTRACT FORM

THIS AGREEMENT made theday 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 ancillary services viz.,.....
(Brief Description of Services) and has accepted a tender by the Supplier for the supply of those
services in the sum of..... (Contract Price in Words and Figures) (Herein after
called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total value:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said(For the Supplier)

in the presence of:.....

SECTION XI/1.

PERFORMANCE SECURITY FORM

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

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

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

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

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

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement of the last three years for the supply of TABs

Name of the Firm:

.....

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

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

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

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.

No company or firm or individual other than M/s _____ are authorized to tender,
and conclude the contract for the above goods manufactured by us, against this specific IFT. *(This para
should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty as per Section XIII of the tender document and 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.

SECTION XIV

1. COMPLIANCE TO TECHNICAL SPECIFICATIONS TABs

Specification of Tables (Android OS) for Schools

Sl. No.	Description	Specification	Complies to the technical specification Yes/no	If any deviation Reason
1	Processor	Minimum 1.3 GHz Quad core Higher		
2	SIM	GSM SIM Card slot		
3	Network Support	2G, 3G & 4G Support		
4	Display	Minimum 8" inches Capacitive touch screen or higher Minimum resolution 1280x800 pixels		
5	Internal Storage	16 GB or Higher		
6	RAM	2 GB or above		
7	Connectivity	-Mandatory EDGE / 3G & 4G Mobile data support -802.11 a/b/g/n/ac		
8	Camera	Primary (Rear) – 5 MP or higher with Auto Focus Feature Secondary camera – 2 MP or Higher		
9	Operating System	Android 6.0 or higher		
10	Audio	Internal Speaker; 3.5 mm Audio Jack		
11	Location Technology	GPS & AGPS facility for capturing the location coordinates		
12	Certification	BIS certification, CE/FCC		
13	Battery	Minimum 4000mAh Battery or Higher		
14	Bluetooth	Bluetooth v4.0 or higher		
15	Warranty	3 years warranty at district level		
16	Shell	Metal		

Additional Requirement: There should be a capability to attach UIDAI approved external biometric authentication device. Biometric reader in the tablet itself is not needed. The proposed SATS mobile Application shall Factory Installed along with mandatory Applications in the Tabs.

Seal and Signature.....

(SCAN AND UPLOAD)

SECTION XV

SERVICE SUPPORT FORM

SECTION XIV

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

Seal and Signature.....

(SCAN AND UPLOAD)

Annexure-1 A

Selected 9000 Schools list and address will be given after the contract award to successful bidder at the time of workorder.

**Annexure-2
Installation Report**

Name of the Office/School: _____ Date: _____

Address: _____

Contact number of the **Govt. Higher Primary School**:

Details of hardware supplied & installed:

Sl. No.	Item	Serial Number/s	Installation Status	
			Working satisfactorily	Not Working
1.	TAB			

Name and signature of the Cluster Resource Person (Rubber stamp seal)	Name and Signature of Engineer	Date:
--	--------------------------------	-------

Annexure-3

Half Yearly Report

Report for the period from _____ to _____

Name of Cluster Resource Person (with full address): _____

Status of the hardware supplied & installed:

Sl. No.	Item Name	Serial Number/s	Working Status		
			Working satisfactorily	Not Working	Remarks
1.					
2.					

Maintenance Activities performed

S.No	Activity	Performed (yes / No)	Observations (if any)
1	OS update		
2	Virus Clean		
3	Battery performance		
4	System performance Scan		
5	Cleaning		
6	Keypad / touch pad performance		
7	Latest SATS App update		

Other remarks: (if any like ... Physical Damage)

Signature of the Head Master

Signature of Engineer

Date:

(Rubber stamp seal)