



**GOVERNMENT OF KARNATAKA**

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

**e-TENDER NOTIFICATION FOR THE ANNUAL MAINTENANCE OF  
DESKTOP COMPUTERS, LAPTOP, SERVERS, PRINTERS, RISOGRAPHS,  
MFD, PROJECTOR, NETWORKING AND CABLING AND THIER  
PERIPHERALS.**

**TENDER DOCUMENT**

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

**Address for communication:**

**DIRECTOR (EXAMS)**

**KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.**

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

**WEB SITE: [www.sslc.karnataka.gov.in](http://www.sslc.karnataka.gov.in)**



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**TENDER SCHEDULE**

**e-TENDER NOTIFICATION FOR THE ANNUAL MAINTENANCE OF  
DESKTOP COMPUTERS, LAPTOP, SERVERS, PRINTERS, RISOGRAPHS,  
MFD, PROJECTOR, NETWORKING AND CABLING AND THIER  
PERIPHERALS.**

1	TENDER REFERENCE NO & DATE	No: B6/DPSLC/01/Ka.Se.Aa/21-22. DATE: 31.08.2021
2	APPROXIMATE VALUE OF TENDER	Rs. 09.00 Lakhs
3	EMD AMOUNT	Rs. 18,000/-
4	TENDER COMMENCEMENT DATE	06.09.2021
5	PRE-BID MEETING	13.09.2021 11.00 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	21.09.2021 04.00 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	23.09.2021 11.00 AM
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	27.09.2021 11.00 AM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 <sup>TH</sup> CROSS, MALLESHWARAM, BANGALORE-560 003.

**e-TENDER NOTIFICATION FOR THE ANNUAL MAINTENANCE OF DESKTOP COMPUTERS, LAPTOP, SERVERS, PRINTERS, RISOGRAPHS, MFD, PROJECTOR, NETWORKING, CABLING AND THIER PERIPHERALS.**

**SECTION I :INVITATION FOR TNDER (IFT)**

**IFT NO :No: B6/DPSLC/01/Ka.Se.Aa/21-22.**

**DATE-31.08.2021.**

1. The Director, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> cross, Malleshwaram, Bangalore-560003, invites e-tenders from eligible bidders for **“Annual Maintenance of Desktop Computers, Laptop, Servers, Printers, Risographs, MFD, Projector, Networking, Cabling and their peripherals.”**
2. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract
3. Tender documents may be downloaded from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and [www.sslc.karnataka.gov.in](http://www.sslc.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 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 Service Provider/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 23.09.2021 **at 11.00 AM**, in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. Other details can be seen in the tender document.

## ABBREVIATIONS

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

<b>SECTION II : INSTRUCTIONS TO TENDERERS</b>		
<b>TABLE OF CLAUSES</b>		
<b>Clause No.</b>	<b>Topic Name</b>	<b>Page No.</b>
<b>A. INTRODUCTION</b>		
1.	Eligible Tenderer	6
<b>B. TENDER DOCUMENTS</b>		
2.	Contents of Tender Documents	6
3.	Amendment of Tender Documents	6
<b>C. PREPARATION OF TENDERS</b>		
4.	Language of Tender	7
5.	Documents Comprising the Tender	7
6.	Tender Form	7
7.	Tender Prices	7
8.	Tender Currency	7
9.	Documents Establishing Tenderer's Qualifications	7
10.	Documents establishing delivery of service	7
11.	Earnest Money Deposit	8
12.	Period of Validity of Tender	8
13.	Format and Signing of Tender	8
<b>D. SUBMISSION OF TENDERS</b>		
14.	Submission of Tenders	8
15.	Deadline for submission of Tenders	9
16.	Late Tenders	9
17.	Modification and withdrawal of Tenders	9
<b>E. TENDER OPENING AND EVALUATION OF TENDERS</b>		
18.	Opening of Tenders by the KSEEB	9
19.	Preliminary Examination	9
20.	Evaluation and Comparison of Tenders	10
<b>F. AWARD OF CONTRACT</b>		
21.	Post qualification	11
22.	Award Criteria	11
23.	KSEEB's Right to Vary Quantities at Time of Award	11
24.	KSEEB's Right to Accept the Tender and to Reject any or all Tenders	11
25.	Notification of Award	11
26.	Signing of Contract	12
27.	Performance Security	12
28.	SECTION III GENERAL CONDITIONS OF CONTRACT	13-16
29.	SECTION IV – SPECIALCONDITIONS OF CONTRACT	17
30.	SECTION V – SCHEDULE OF REQUIREMENTS	18
31.	SECTION VI- TECHNICAL SPECIFICATIONS	19-20
32.	SECTION VII – QUALIFICATION CRITERIA	21
33.	SECTION VIII- TENDER FORM	22
34.	SECTION VIII-A TECHNICAL BID	23
35.	SECTION VIII-B PRICE SCHEDULE	24
36.	SECTION IX EMD BANK GUARANTEE FORM	25
37.	SECTION X – CONTRACT FORM	26
38.	SECTION XI – PERFORMANCE GUARANTEE FORM	27
39.	SECTION XII–PROFORMA FOR PERFORMANCE STATEMENT	28

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

### **A. INTRODUCTION**

#### **1 Eligible Tenderers**

**1.1** Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the KSEEB to supply the required equipment for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment to be purchased under this Invitation for Tenders.

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.

### **B. TENDER DOCUMENTS**

#### **2. Contents of Tender Documents**

**2.1** The procurement details, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- Instructions to Tenderers (ITT);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Tender Form and Price Schedules;
- Earnest Money Deposit Form;
- Contract Form;
- Performance Security Form;

**2.2** 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.

#### **3. Amendment of Tender Documents**

**3.1** At any time prior to the deadline for submission of tenders, the KSEEB may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal.

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

**3.3** Pre-bid meeting shall be held on 13.09.2021. **at 11.00 AM** at KSEEB, 6<sup>th</sup> Cross, Malleshwaram, Bangalore 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till Date.13.09.2021. 02.30.PM.

## **C. PREPARATION OF TENDERS**

### **4. Language of Tender**

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

### **5. Documents comprising the Tender**

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

- A Tender Form and a price Schedule completed in accordance with ITT Clauses 6,7 and 8;
- Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- Documentary evidence established in accordance with ITT Clause 10 that the services to be supplied by the Tenderer conform to the tender documents; and
- Earnest Money Deposit furnished in accordance with ITT Clause 11.

### **7. Tender Form**

6.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Service to be provided.

### **7. Tender Prices**

7.1 The tenderer shall indicate on the price schedule, the price for the annual maintenance of Desktop Computers, Servers, Printers, Risographs, Laptop, MFDs, Projector, Networking and Cabling and their Peripherals. The bidder quoting lowest price shall be considered as the selected Service Provider.

7.2 Prices on the Price Schedule shall be entered including all GST:

- a) the price of the supply, installation, commissioning and maintenance, including all duties and GST and other taxes already paid or payable on components and raw material used in the manufacture or assembly of services quoted ex-works or ex-factory; or
- b) any Indian duties, GST and other taxes which will be if this Contract is awarded;

7.3 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 19.

### **8. Tender Currency**

8.1 Prices shall be quoted in Indian Rupees:

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

9.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its Tender documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

9.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the KSEEB's satisfaction, that the Tenderer has the financial, technical, and human resource necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

### **10. Documents establishing the delivery of Service;**

10.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all the services which the tenderer proposes to provide under the contract.

## **11. Earnest Money Deposit**

**11.1** Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.

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

**11.3** Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the KSEEB as non-responsive, pursuant to ITT Clause 19.

**11.4** Unsuccessful Tenderer's tender securities will be returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the KSEEB, pursuant to ITT Clause 12.

**11.5** The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.

**11.6** 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 19.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 26; or

(ii) to furnish performance security in accordance with ITT Clause 27.

(c) No tender is allowed for withdrawal in the interval between the deadlines 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 11.6.

## **12. Period of Validity of Tender**

**12.1** Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the KSEEB, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the KSEEB as non-responsive.

**12.2** In exceptional circumstances, the KSEEB 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 11 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.

## **13. Format and Signing of Tender**

**13.1** Eligible tenderer who are registered in e-procurement shall upload all the documents required for this bid, submit and sign using digital key.

## **D. SUBMISSION OF TENDERS**

### **14. Submission of Tenders**

**14.1** All tenderers should submit their tenders through e-procurement portal only.

**14.2** Telex, Cable or facsimile tenders will be rejected.

**14.3** Tender should be submitted in 2 cover system

1. Technical bid (cover-I)

2. Commercial bid (cover-II) as per section VII qualification criteria.



## **15. Deadline for Submission of Tenders**

**15.1** Tenders must be uploaded and signed as specified under ITT Clause 14 not later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

**15.2** The KSEEB may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, in which case all rights and obligations of the KSEEB and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late Tenders**

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

## **17. Modification and withdrawal of Tenders:**

**17.1** 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.

**17.2** No tender shall be modified subsequent to the deadline for submission of tenders.

**17.3** 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 11.6.

## **e-. TENDER OPENING AND EVALUATION OF TENDERS**

## **18. Opening of Tenders by the KSEEB**

**18.1** The KSEEB will open all technical bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, may be present at **11.00 AM on 23.09.2021** at the Office of the Director, Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore – 560003.

**18.2** The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the KSEEB, the tenders shall be opened at the appointed time and location on the next working day.

**18.3** The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the KSEEB, at its discretion, may consider appropriate, will be announced at the opening.

**18.4** The KSEEB will prepare minutes of the technical bid evaluation and publish the same in e-portal.

## **19. Preliminary Examination**

**19.1** The KSEEB 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.

**19.2** 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 Service Provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit shall be forfeited.

**19.3** The KSEEB 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.

**19.4** Prior to the detailed evaluation, pursuant to ITT Clause 20, the KSEEB will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Guarantee (GCC Clause 4), Applicable law (GCC Clause 18), and Taxes & Duties (GCC Clause 20) will be deemed to be a material deviation. The KSEEB's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

**19.5** If a tender is not substantially responsive, it will be rejected by the KSEEB and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

**19.6** However, if any further supportive documents to already submitted records are required by the KSEEB to fulfill the eligibility criteria, the KSEEB may call for additional documents from selected tenderers or all tenderers.

**19.7** Financial bids of only those bidders who qualify in the technical bids shall be opened.

## **20. Evaluation and Comparison of Tenders**

**20.1** The KSEEB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

**20.2** Bidder quoting over all lowest price that is the total of all the prices (i.e unit rate multiplied by no of equipment's) of items mentioned in Section VIII B, shall be considered as the eligible bidder to execute the complete work of "Annual maintenance of Desktop Computers, Laptop, Servers, Printers, Risographs, MFD, Projector, Networking and Cabling and their Peripherals." (Item wise evaluation option has been activated in the e-procurement portal to obtain item wise rate, award of tender work shall be as said above)

**20.3** Annual Maintenance of various items starts on different dates based on the expiry of previous maintenance dates. The bidder shall have to quote rates only for the period of maintenance.

**20.4** Annual Maintenance cost quoted shall be valid for 1 year from the date of acceptance of the rates. However for the items where AMC starts late due to late expiry of previous AMC, the

annual maintenance of such equipment shall be less than 1 year. The KSEEB may extend the maintenance by one more year depending on the requirement and the satisfactory performance of the successful bidder on the basis of mutual acceptance.

## **AWARD OF CONTRACT**

### **21. Post qualification;**

**21.1** The KSEEB will determine to its satisfaction whether the Tenderer who is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 and is qualified to perform the contract satisfactorily.

**21.2** 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 9, as well as such other information as the KSEEB deems necessary and appropriate.

**21.3** 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 KSEEB will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **22. Award Criteria;**

**22.1** Subject to ITT Clause 24, the KSEEB 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. **This service contract lasts for 1 year.**

### **23. KSEEB's Right to vary Quantities at Time of Award or execution of service**

**23.1** The quantities of equipment vary based on the date of starting of annual maintenance as previous maintenance of various equipment ends on different dates. Also old equipment, where it is mentioned as "proposed for buy back" in Section-V, will be exchanged to new systems under buyback scheme. No annual maintenance shall be paid for the items so exchanged as the new equipment will be supplied along with warranty. The date for such buyback is not yet finalized.

### **24. KSEEB's Right to Accept Any Tender and to Reject Any or All Tenders**

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

### **25. Notification of Award**

**25.1** Prior to the expiration of the period of tender validity, the KSEEB will notify the successful tenderer on e-procurement portal, that its tender has been accepted.

**25.2** The notification of award will constitute the formation of the Contract.

**25.3** Upon the successful Tenderer's furnishing of required performance Guarantee pursuant to

ITT Clause 27, the KSEEB will discharge its earnest money deposit, pursuant to ITT Clause 11.

**25.4** 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 KSEEB. The KSEEB will promptly respond in writing to the unsuccessful Tenderer.

## **26. Signing of Contract**

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

**26.2** Within 07 days of receipt of the Contract Form, the successful Tenderer shall enter into and execute agreement with the KSEEB on Rs.200/- Stamp Paper and return to the KSEEB.

## **27. Performance Guarantee**

**27.1** Within 7 days of the receipt of notification of award of contract from the KSEEB, the successful Tenderer shall furnish the performance Guarantee in accordance with the Conditions of Contract (GCC Clause 4.1), in the Performance Guarantee Form provided in the tender documents or in another form acceptable to the KSEEB.

**27.2** Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit, in which event the KSEEB may make the award to the next lowest evaluated Tenderer or call for new tenders.

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions:**

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

- (a) **"The Contract"** means the agreement entered into between the KSEEB and the Service Provider, 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 Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) **"Services"** means services ancillary to the supply of the Services, such as maintenance, transportation and insurance, and any other obligations of the Service provider covered under the Contract;
- (d) **"GCC"** means the General Conditions of Contract contained in this section.
- (e) **"SCC"** means the Special Conditions of Contract.
- (f) **"The KSEEB"** means the organization taking the Services, as named in SCC.
- (g) **"The Service provider"** means the individual or firm delivery of Services under this Contract.
- (h) **"The Government"** means the Government of Karnataka State.
- (i) **"The State"** means the Karnataka State
- (j) **"The Project Site"**, where applicable, means the place or places named in SCC.
- (k) **"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. Performance Guarantee**

**3.1** within 7 days of receipt of the notification of contract award, the Service Provider shall furnish Performance Guarantee to the KSEEB to an extent of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations.

**3.2** The proceeds of the performance Guarantee shall be payable to the KSEEB as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

**3.3.** The Performance Guarantee 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 KSEEB; or
- (b) A Banker's cheque, or Demand Draft or pay order drawn in favour of DIRECTOR, EXAMS, KSEEB or shall remain valid as specified in clause 12.2.
- (c) Specified small savings instruments duly pledged in favour of the KSEEB.

**3.4.** The Performance Guarantee will be discharged by the KSEEB and returned to the Service Provider not later than 60 days following the date of completion of the Service Provider's

performance obligations, including any Warranty obligations, under the Contract under clause 12.2.

**3.5.** In the event of any contract amendment, the Service Provider shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Guarantee, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations under clause 12.2.

**4.. Inspections and Tests** “ Not Applicable”

**5. Packing** “Not Applicable”

**6. Delivery of goods and Documents** “Not Applicable”

**7.. Insurance** “Not Applicable

**8. Transportation** “ Not Applicable”

**9. Incidental Services** “Not Applicable”

**10. Warranty** “Not Applicable”

**11. Payment**

**11.1** The annual maintenance charges will be paid on quarterly basis and shall be paid after deduction of prevailing taxes.

**11.2**The Service Provider's request(s) for payment shall be made to the KSEEB in writing, accompanied by an invoice describing, as appropriate, the service provided, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

**11.3**The invoice for payment shall be accompanied by the consolidated service report as given in **Section-VI**

**11.4** The service provider shall have to maintain a monthly status report as shown in **Section-VI** and submit every month to KSEEB.

**11.5** No advance payment shall be made by the Department to carry out the tendered work. Payments will be made only after satisfactory completion of work and on quarterly basis based on the number of equipment's actually maintained.

**11.6**Payment shall be made in Indian Rupees by cheque.

**12. Prices**

**12.1**Prices payable to the Service Provider as stated in the contract shall be firm during the performance of the contract.

**13. Contract Amendments**

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

**14 Delays or discrepancies in the Service Provider’s Performance**

**14.1**Service shall be rendered by the Service Provider in accordance with the requirements in Section-VI, TECHNICAL SPECIFICATION.

**14.2** If at any time during performance of the Contract, the Service Provider should encounter

conditions impeding timely service delivery, the Service Provider shall promptly notify the KSEEB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the KSEEB shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages.

**14.3** A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

**14.4** The eligible tenderer has to ensure the functioning of all the systems, servers, printers, etc., during the contract period. In case of non-rectification of problem for a period exceeding two days a penalty of Rs.1000/- per day for servers and Rs.500/- per day for all other items will be levied. If the servers are not rectified beyond 10 days and other equipment beyond 20 days, service contract shall be cancelled, Performance Guarantee is forfeited and the Service Provider shall be blacklisted for 2 years from participating in any tenders of the KSEEB.

**14.5** Any delay in rectification that spans between 3<sup>rd</sup> day to 20<sup>th</sup> day should be supported by a stand-by equipment compatible to the equipment under repair.

**14.6** Any delay in rectification that spans between 3<sup>rd</sup> day to 20<sup>th</sup> day should be supported by a stand by equipment compatible to the equipment under repair.

## **15. Liquidated Damages-**

**15.1** Liquidated damage shall be levied pursuant to GCC clause 15.

**15.2** The KSEEB may consider termination of the Contract and black list the Service Provider pursuant to GCC Clause 15.

## **16. Termination for Default**

**16.1** The KSEEB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part and shall be black listed from participating in any other tenders published by the KSEEB:

- i.** if the Service Provider fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the KSEEB pursuant to GCC Clause 15; or
- ii.** if the Service Provider fails to perform any other obligation(s) under the Contract.
- iii.** If the Service Provider, in the judgment of the KSEEB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**16.2** In the event the KSEEB terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the KSEEB may procure, upon such terms and in such manner as it deems appropriate, for the service undelivered, the Service Provider shall be liable to the KSEEB for any excess costs for such similar service. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

## **17. Applicable Law**

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

## **18. Notices**

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

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

later.

## **19. Taxes and Duties**

**19.1** Service Provider shall be entirely responsible for all taxes (including GST), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the KSEEB.

## **20 Contacting KSEEB :**

**20.1** Any effort by a bidder to influence **KSEEB** in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

## **21 Resolution of disputes :**

**21.1** In case of Dispute or difference arising between the KSEEB and a domestic Service Provider relating to any matter arising out of a 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 shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

**21.2** Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**21.3** The decision of the arbitrators shall be final and binding upon both parities. 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.

**21.4** Any legal disputes arising out of this contract shall be settled out of these Jurisdictional Courts of Bangalore city only.



## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

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

**1. Definitions (GCC Clause 1)**

(a) The KSEEB is the Director, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bangalore – 560 003.

(b) The Service Provider is Tenderer

**2. Inspection and Tests**

“ Not Applicable”

**3. Supply and Documents (GCC Clause 7)**

“ Not Applicable”

**4. Incidental Services (GCC Clause 10)**

“ Applicable”

**5. Payment (GCC Clause 12)**

“As per GCC clause 12”

**6. Notices (GCC Clause 19)**

7. Annual Maintenance cost quoted shall be valid for 1 year from the date of contract. However for the items where AMC starts late due to late expiry of previous AMC, the annual maintenance of such equipment shall be less than 1 year. The KSEEB may extend the maintenance by one more year depending on the requirement and the satisfactory performance of the successful bidder on the basis of mutual acceptance.

For the purpose of all notices, the following shall be the address of the KSEEB and Service Provider.

**KSEEB: The Director, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bangalore-560003**

**Service Provider: (To be filled in at the time of Contract signature)**

**SECTION V: SCHEDULE OF REQUIREMENTS**

**“Annual Maintenance of desktop computers, laptop, servers, printers, risograph, MFD, Projector, Networking, Cabling and their peripherals.”**

**Time schedule of Maintenance period of various equipment's**

Sl. No	Details	No's	Date of ending previous AMC/Warranty	Date of starting present AMC	Remarks
01	Server-HP ProLiant ML 10 Server. (Intel Xeon E3 1220 V2). Server-HP ProLiant ML10 Server. (Intel Xeon E3 1220 V3). Server-HP ProLiant ML10 Server. (Intel Xeon E3 1220 V2).	03	21.11.2021	22.11.2021	
02	Computers (ACER)	23	<u>21.12.2021</u>	<u>22.12.2021</u>	
03	02 MFD & 02 Colour Printers (Toshiba 2508a MFD & Epson, Work Force Pro WF-C5790)	04	<u>21.12.2021</u>	<u>22.12.2021</u>	
04	Computers (HP, WIPRO, DELL INTEL & ACER)	65	21.11.2021	22.11.2021	
05	Laptops	06	21.11.2021	22.11.2021	
06	Hitachi CP-X 467 WF Projector	01	21.11.2021	22.11.2021	
07	Ricoh MFD 5054	04	21.11.2021	22.11.2021	
08	Printers (LaserJet & Inkjet for HP, Epson & Canon)	16	21.11.2021	22.11.2021	
09	Lexmark Printer X264 DN	01	21.11.2021	22.11.2021	
10	Line Printer LMP P7C1000N	02	21.11.2021	22.11.2021	
11	Risograph- DUPLO DP-U 550	01	21.11.2021	22.11.2021	
12	Scanner	01	21.11.2021	22.11.2021	
13	CISCO & D-Link. Network Switches(24 ports) No-5 D-Link Switches (16 ports) No-3 D-Link Switches (08 + 05 ports) <u>No-10</u> Total No-18	18	21.11.2021	22.11.2021	
14	Maintenance of network related equipment's like Switches, Routers, Modems, LAN Cabling, Cable numbering/tagging Configuring the PCs/Servers for Network Access. Ensuring OS installation, Configuration, Patching, Updating and license activation.		21.11.2021	22.11.2021	

## **SECTION VI - TECHNICAL SPECIFICATIONS**

1. In case of replacement of the equipment, the parts shall be same or of higher configuration from OEM which suits to the equipment.
2. In case of printers or Risograph, KSEEB will provide ribbons/ink/toner for smooth functioning of those equipment.
3. Hard Disc, RAM, Mother Board and SMPS of Computer, Sleeves, Fuser assembly, All Blades, All Boards, Developer and drum kits of printers and Risograph is also part of AMC and any issue with these spares shall have to be handled by the service provider with no additional cost to the KSEEB.
4. All the spares used should be original and no damage should be caused to the equipment by using non-branded spares. Any such damage to the machines, the service provider shall be penalized appropriately.
5. Spares shall also include Hard Disc, RAM, Mother Board, SMPS, Sleeves, Fuser assembly, All Blades, All Boards, Developer & Drum kit etc. of printers, Xerox machines and Risographs
6. The eligible tenderer has to provide One Qualified (Minimum Qualification in Diploma in Electronics and Communications or Computer science and Engineering or bachelor Degree in Engineering in Electricals and Electronics or Electronics and communication) Resident Technicians to the KSEEB during the period of contract. This resident Technicians shall be present in the office of KSEEB during office hours and attend to maintenance and repair works. He/she shall be required to work beyond office hours and on holidays in case of exigencies.
7. The Resident Technicians should be appropriately qualified along with specific training in Maintaining Hardware equipment.
8. Data maintained in the Servers are highly confidential related to examination. Hence the Resident Technicians as well as other Engineers maintaining Servers should maintain high level of integrity.
9. Since the maintenance involves Heavy Machines, the Service provider should have appropriate experts to be deputed in case of emergencies, where the resident Technicians is not able to rectify. However the overall time taken should not cross the AMC period mentioned in GCC.
10. The service provider has to bear the transportation and handling charges whenever necessary to transport the any equipment outside the office premises, making sure no damage is done to the equipment while transporting.
11. Any equipment transported in and out of KSEEB shall to notified to the concerned officer and registered, mentioned the condition of the equipment, date and time of transport etc.
12. The eligible tenderer has to enter into an agreement with the KSEEB on Rs.200/- stamp paper in the format given at **SECTION-X**
13. Amount equivalent to the number of equipment maintained per month shall be consolidated for every quarter for considering AMC for quarterly payment. Here cost towards equipment sold under buy-back shall be deducted from payment and newly brought items shall not be part of AMC as any purchase shall carry warranty period by the supplier.
14. The authority of addition and deletion of equipment other than “proposed under buy-back” shall be with the KSEEB.
15. The Service provider will be responsible for taking backup of data available on the Computer/ Laptop/Server before attending to the fault and restore all backup data after maintenance / repair.
16. The Service provider shall be responsible for any loss or damage caused to any equipment owing to negligence on his part.
17. The Resident Technician should periodically reboot computers and update the software & OS.

18. Disc cleaning and defragment the computers and servers disk drivers to improve daily performance and to maintain the register of the work done on daily basis.
19. Periodically review the log files and install the software update patches.
20. Check the CPU & memory utilization of the systems and servers and fix the issues.
21. Periodically update virus prevention software.
22. The resident engineer must have knowledge for conducting the Zoom meeting, WebEx meeting, KSWAN meeting along with audio video camera handling.
23. **Monthly Status Report** shall have to be maintained and submitted to KSEEB in the following format

Sl No	Description of the equipment	Conditions of the equipment			Remarks
		Working	Needs repair	Need replacement	

Signature of the Resident Technician.

24. **Quarterly Service Report** to be submitted along with invoice for quarterly payment

Sl.no	Description of the equipment	Section	Complaint Lodged date & time	Complaint rectified date & time	Description of the repair carried out	Acceptance of the section		Signature of the section officer
						Satisfied with the work 'Y'	Not satisfied with the work 'N'	

Signature of the Resident Technician.

## **SECTION VII : QUALIFICATION CRITERIA**

### **(Referred to in Clause 9.2 of ITT)**

1. The Tenderer shall be either be a sole proprietor or partnership firm or a company registered under the companies Act 1956 or a registered society under Co. op. Societies Act
2. Turnover of the tenderer should be at least Rs.15.00 lakhs per annum on an average for last 3 years i.e., for the years 2017-18, 2018-19 and 2019-20
3. The tenderer should have minimum of 3 years of experience in the field. Enclose the experience certificate.
4. Copy of the PAN card of the firm has to be uploaded as detailed below
  - a) If a firm is sole proprietorship PAN card copy of the proprietor
  - b) If a firm is partnership PAN card copy of the firm only (partners PAN card copy will not be considered)
  - c) If a firm is private Ltd... or Public Ltd.. Company, PAN card copy of the company.
5. Audited balance sheet and Profit and Loss account for the years 2017-18, 2018-19 and 2019-20. has to be uploaded (preferably annual report of the company)
6. EMD of Rs.18,000/- in should be credited to CeG account as per IFT Clause (4).
7. Details of Income Tax returns filed for the years 2017-18, 2018-19 and 2019-20 (i.eAssessment year 2018-19, 2019-20, 2020-21)
8. Previous experience in the format mentioned under Section XII.
9. GST Registration certificate to be uploaded.

**SECTION VIII: TENDER FORM**

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

**“Annual Maintenance of Desktop Computers, Laptop, Servers, Printers, Risographs,  
MFD, Projector, Networking, Cabling and their peripherals”.**

**From,**

**To,**

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

**Sir,**

Having examined the Tender Documents including Addenda No:B6/DPSLC/01/Ka.Se.Aa/21-22. DATE-31.08.2021. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for “Annual maintenance of desktop computers, laptop, servers, printers, Risograph, MFD, Projector, networking and cabling and their peripherals” in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 2 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

*(signature)*

(SCAN AND UPLOAD)

**SECTION VIII-A**

**TECHNICAL BID**

<b>S.N</b>	<b>Details required</b>	<b>Uploaded</b>
1	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	Annual turnover for the years 2017-18, 2018-19 and 2019-20	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the years 2017-18, 2018-19 and 2019-20	
6	EMD of Rs.18,000/-	
7	Income Tax returns filed for the years 2017-18, 2018-19& 2019-20 (i.e for Assessment year 2018-19, 2019-20& 2020-21)	
8	GST Registration certificate	
9	Previous experience in the format mentioned under Section XII	

**Note: The Enclosures related to SL No. 1 to 9 must be self attested and uploaded**

**Seal and signature of the Tenderer**

**(SCAN AND UPLOAD)**

**SECTION VIII-B**

<b>Sl. No</b>	<b>Details</b>	<b>No. of equipment's (No of total units)</b>	<b>AMC cost per month per Equipment Applicable GST. (in Rs.) (one month &amp; one unit) All statutory</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
01	Server-HP ProLiant ML 10 Server. (Intel Xeon E3 1220 V2). Server-HP ProLiant ML10 Server. (Intel Xeon E3 1220 V3). Server-HP ProLiant ML10 Server. (Intel Xeon E3 1220 V2).	03	
02	Computers (ACER)	23	
03	02 MFD & 02 Colour Printers (Toshiba 2508a MFD & Epson, Work Force Pro WF-C5790)	04	
04	Computers (HP, WIPRO, DELL INTEL & ACER)	65	
05	Laptops	06	
06	Hitachi CP-X 467 WF Projector	01	
07	Ricoh MFD 5054	04	
08	Printers (LaserJet & Inkjet for HP, Epson & Canon)	16	
09	Lexmark Printer X264 DN	01	
10	Line Printer LMP P7C1000N	02	
11	Risograph- DUPLO DP-U 550	01	
12	Scanner	01	
13	CISCO & D-Link. Network Switches(24 ports) No-5 D-Link Switches (16 ports) No-3 D-Link Switches (08 + 05 ports) <u>No-10</u> Total No-18	18	
14	Maintenance of network related equipment's like Switches, Routers, Modems, LAN Cabling, Cable numbering/tagging. Configuring the PCs/Servers for Network Access. Ensuring OS installation, Configuration, Patching, Updating and license activation.		
	Total		

**PRICE SCHEDULE**

**Note:** Tenderer should quote the prices for all the items in e-procurement portal only.

**DATE :**

**PLACE :**

**SIGNATURE NAME ADDRESS  
AND SEAL OF THE TENDERER  
(SCAN AND UPLOAD)**



**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

**Not Applicable**

**SECTION X:**

**CONTRACT FORM**

THIS AGREEMENT made the .....day of....., 20... Between.....  
(Name of KSEEB) of..... (Country of KSEEB) (Hereinafter called "the KSEEB") of the one  
part and..... (Name of Service Provider) of..... (City and Country of Service  
Provider) (Hereinafter called "the Service Provider") of the other part:

WHEREAS the KSEEB is desirous that certain ancillary services viz.,.....  
(Brief Description of Services) and has accepted a tender by the Service Provider for the supply of  
those services in the sum of..... (Contract Price in Words and Figures) (Hereinafter  
called "the Contract Price"). The Contract will be for a period of one years.

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 KSEEB's Notification of Award.
3. In consideration of the payments to be made by the KSEEB to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the KSEEB to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The KSEEB hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL.NO.	BRIEF DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said ..... (For the KSEEB)

in the presence of:.....

Signed, Sealed and Delivered by the said .....(For the Service Provider)

in the presence of:.....

**SECTION XI.**

**PERFORMANCE GUARANTEE FORM**

**To:** (Name of KSEEB)

WHEREAS

..... (Name of Service Provider)

hereinafter called "the Service Provider" has undertaken , in dated,.....  
pursuance of Contract No..... 20... to

Supply.....

..... (Description of Services) hereinafter called "the  
Contract".

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

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of Guarantors

.....

.....

.....

Date.....20....

Address:.....

.....

**SECTION XII**

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

**Proforma for Performance Statement for the last three years**

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

Name of the Firm:

.....  
 .....

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

**Signature and Seal of the Tenderer**

**(SCAN AND UPLOAD)**