

KERALA STATE ROAD TRANSPORT CORPORATION

TRANSPORT BHAVAN, EAST FORT THIRUVANTHAPURAM 695023

e- TENDER DOCUMENT

for

SUPPLY OF DESKTOP COMPUTER with 5 yearComprehensive onsite warranty

(TENDER NO: S001-SS04/117/2024 - Store KSRTC - HQ dt: 02.11.2024)

For details;

www.etenders.kerala.gov.in / www.keralartc.com

E-mail: sr@kerala.gov.in

NOTICE INVITING TENDER

KERALA STATE ROAD TRANSPORT CORPORATION TRANSPORT BHAVAN, EAST FORT

THIRUVANTHAPURAM 695023

Ph: 0471-2471011

website: www.keralartc.com

Email: tenderksrtc@gmail.com

e-TENDER NOTICE

| SI.No | DESCRIPTION | QUANTITY in Nos. |
|-------|---|-----------------------------------|
| 1 | Supply of DESKTOP COMPUTER With 5 yearComprehensive onsitewarranty including Monitor, Mouse and Keyboard (See specification - Appendix - I) | 1000 Nos. (10 Units /sloat) |

Chairman and Managing Director

SECTION I

INTRODUCTION

KSRTC is the one of the age old state run transport corporation in India, with headquarters of Trivandrum

KSRTC is one of the largest Public Sector Undertaking under Government of Kerala. The State motor service company was inaugurated by H.H Shri.ChithiraThirunal Balarama Varama on 20th Feb 1938. Following the enactment of the RTC Act in 1950 the Govt of Kerala formulated KSRTC rules in 1965 by section 44.

The Vision of KSRTC is "To provide or secure or promote the provision of an efficient, adequate, economical and properly coordinated system of road transport service in the State of Kerala." The corporation has a fleet of 5200 buses consisting Volvo, Scania, Ashok Leyland, Tata Motors, Eicher Motors and minibuses with an average daily operating and non-operating income of approx. 6crores. KSRTC has 72 depots, 21 operating centres, 5 workshops, 3 staff training colleges and 13retail fuel outlets spread throughout the state of Kerala. KSRTC at present has average daily passenger strength of 20 Lakh with a fleet strength of 5500 buses which connects every nook and corner of the state and major destinations in South India.

Chairman and Managing Director, KSRTC

Date: 02.11.2024

SECTION II

SCOPE & DESCRIPTION OF CONTRACT

- 2.1 The tenders are invitedforthe supplyof Desktop Computer with 5 yearComprehensive onsite warranty. The details of which are mentioned in section- IV.
- 2.2 The bidder shall supply the DesktopComputer to KSRTC, Chief Stores, Pappanamcode, Thiruvananthapuram District.
- 2.3 The Bidder shall comply with all applicable Central, State and local laws (including Acts, Rules and Regulations).
- 2.4 Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.
- 2.5 The bidder shall supply the Desktop Computer with windows 11Home with accessories as per the supply schedule given from KSRTC.
- 2.6 The Desktop Computers shall be supplied in compliance to the specifications mentioned in Appendix-I of the NIT.
- 2.7 The specifications of the Desktop Computers as mentioned in the Appendix-I are the requirements of tender.
- 2.8 The bidder shall offer5 year comprehensive onsite warranty of Desktop Computers. The purchaser is not liable to pay any extra charges on any account during warranty period.
- 2.9 The bidder shall ensure to render after sales Service during the warranty period to the satisfaction of purchaser.
- 2.10 Conditional tenders will be summarily rejected.

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(SECTION III) TENDER SCHEDULE

3.1. Tender Details

| 1. | Tender No. | SS04/117/2024 | |
|----|---|---|--|
| 2. | Cost of tender Document | Rs.28000/- (Rs.25000/-+ GST@12%) (Rupees Twenty Eight Thousand only) | |
| 3. | Earnest Money Deposit (The bidder seeking EMD exemption must submit the valid supporting documents for the relevant category) | Rs. 5,00,000/- (Rupees Five LakhOnly) | |
| 4. | Performance Security | 5% of the total cost of offered price (for successful bidders) | |
| 5. | Validity of Performance Security | Up to 90 days after the date of completion of the contractual obligations | |

3.2. Important dates:

| SI. No. | Particulars | Date and time |
|------------|--------------------------------------|---|
| 1. | Date of release of tender | 02.11.2024, 18.00 hrs |
| 2 | Date of Pre Bid Meeting | 07.11.2024 (03.00 pm) |
| 3 | Mode of Pre bid meeting | Through video conference |
| 4 | Online tender submission Start Date | 08.11.2024, 12.00 pm |
| 5 | Online tender submission End Date | 25.11.2024, 18.00 hrs |
| 6 | Date of online Technical bid opening | 27.11.2024, 11.00 AM |
| 7 | Date of demonstration of Equipment | To be informed to the qualified tenderer qualifying after opening of technical bids |
| 6. | Date of opening of the price bid | To be informed to the qualified tenderer qualifying after demonstration |

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SECTION IV

DETAILS OF EQUIPMENTS TENDERED

4.1 Equipment(s) tendered:

| SI. No | Description | Quantity to be supplied (Nos.) |
|-----------|---|--------------------------------|
| 1. | Supply of DESKTOP COMPUTER With 5 year Comprehensive onsite warranty including Monitor, Mouse and Keyboard. (See specification - Appendix - I) | 1000 Nos. |

4.2 Technical specifications:

The detailed technical specifications and other quality parameters of the above equipment are contained in Appendix I

SECTION V

Specific conditions of contract

5.1 Time Limits prescribed

| SI. No | Activity | <u>Time Limit</u> |
|-----------|---|--|
| 5.1.1. | Supply & Delivery period | Within 30 days from the date of issuance of Purchase Order |
| 5.1.2. | Comprehensive warranty period | 5 (Five) Year comprehensive onsite warranty |
| 5.1.3 | Submission of Performance Security and entering into contract | Within 7 days from the date of issuance of Purchase order. |
| 5.1.4 | Payment Installments | After supply, testing and successful commission of Desktop computer. |
| 5.1.5 | Time for making payments by Tender Inviting Authority | Within 30 days from the date of submission of proper documents |
| 5.1.6 | Maximum time to attend to any Repair call | Within 24 Hrs upon receipt of information about failure / defect from concerned KSRTC official. |
| 5.1.7 | Frequency of visit during Warranty | For scheduled maintenance as per Original Equipment Manufacturer's (OEM) recommendations and at any time for attending repairs / break down calls as desired by the supplier |

5.2. Pre-qualification of tenderers:

5.2.1 ELIGIBILITY CRITERIA:

Manufacturers or their authorized dealerof Desktop Computer in India can participate in this tender.

- **5.2.2** Bidders must possess a minimum of three years of proven experience in providing computer service and support. Additionally, the bidder must be a registered entity in India, and the service center must be located in Kerala, with the capacity to service all districts within the state of Kerala.
- **5.2.3** Bidders must have an annual turnover of at least rupees 5 Cr in each of the last three financial years. This financial criterion is intended to ensure the bidder's stability and capacity to provide the required services effectively.
- **5.2.4** Bidders who are dealers must provide a Manufacturer Authorization Form (MAF) from the original equipment manufacturer (OEM). This form must authorize the bidder to sell and service the specified computer products and should be included in the bid submission.
- **5.2.5** Bidder should have experience of having successfully completed similar project during the last 3 years ending March 2024 should be either of the following
 - a. One similar order having worth not less than Rs.75 Lakh
 - b. Two similar orders each costing not less than Rs.40 Lakh
- **5.2.6** Bidders shall have a direct purchase and support agreement with the OEMs. The bidder should submit valid letter from all the OEMs (whose products are being quoted) confirming the following
 - a. Confirm that the products/technologies/components/services quoted are not end-of-life.
 - b. Warranty as mentioned in the special conditions / specifications.
- **5.2.7** The firm must possess valid GST Registration Certificate.
- **5.2.8** The successful bidder shall affix laminated sticker duly filled in the CPU, Monitor and Keyboard of Desktop Computer at the time of supply as per Annexure M (Sticker).
- **5.2.9** One month performance certificate as per Annexure N is incorporated.

- 5.2.10The successful bidder shall enclose Confirmation Form, Annexure O duly filled and signed along with the supply of Desktop Computer.
- **5.2.11**The successful bidder shall submit an agreement (Appendix II) in the prescribed format within 7 (Seven) days from the date of Purchase Order.

5.3 Documents to be uploaded

- **5.3.1** Manufacturers or their authorized dealer shall upload the proof of manufacturer or their authorized dealer of Desktop Computer.
- **5.3.2** Original Equipment Manufacturers shall submit the 'Manufacturers Offer Form' as per Annexure A to be submitted.
- **5.3.3** In the case of dealer they should upload the Manufacturer's Authorization Form for Dealer as per Annexure B.
- **5.3.4** Bidder should have experience of having successfully completed similar project during the last 3 years ending March 2024 should be either of the following
 - a. One similar order having worth not less than Rs.75 Lakh
 - b. Two similar orders each costing not less than Rs.40 Lakh (attested copies of all the above works orders should be submitted along with the proposal).
- **5.3.5** Bidders shall have a direct purchase and support agreement with the OEMs. The bidder should submit valid letter from all the OEMs (whose products are being quoted) confirming the following
 - c. Confirm that the products/ technologies/ components/ services quoted are not end-of-life.
 - d. Warranty as mentioned in the special conditions / specifications.
 - (attested copies of all the above works orders should be submitted along with the proposal).
- **5.3.6** Upload the GST Registration Certificate

- 5.3.7 The bidder, if not an OEM, should have annual turnover of minimum Rs.5 Cr in the last three financial years. The copies of Audited Annual Accounts for last three years must be attached along with the bid. Upload Annexure - H
- **5.3.8** Upload the NIT (all pages) duly signed and stamped by the bidder
- **5.3.9** Comparative statement of the technical specifications and compliance with the suppliers offered model. Upload Annexure-C duly filled and signed.
- **5.3.10**Scanned copy of ANNEXURE- D, General Information about the tenderer after filling all the column and duly signed and stamped by the bidder.
- **5.3.11**Offer form as per the Annexure E duly signed and stamped by the bidder.
- **5.3.12** Power of Attorney as per the Annexure F duly signed and stamped by the bidder
- **5.3.13** Declaration Form as per the Annexure G duly signed and stamped by the bidder.
- 5.3.14 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting. Upload the Anti Blacklisting Certificate as per Annexure –I.
- **5.3.15** Undertakingas per the Annexure J duly signed and stamped by the bidder.
- **5.3.16** Declaration Form as per the Annexure L duly signed and stamped by the bidder
- **5.3.17** Upload the copies of ROHS Certificates.
- **5.3.18**Tenderers should have service support in Kerala and have the capability to attend repairs of the equipment's within the time mentioned anywhere in Kerala. The bidder should have to submit an undertaking in this regard.

5.3.19 Bidders who are dealers must provide a Manufacturer Authorization Form (MAF) from the original equipment manufacturer (OEM). The bidder should upload the Manufacturer Authorization Form from OEM.

5.4 TENDER PROCESS:

The tender evaluation will be undertaken in four rounds.

- **Round 1** Opening of technical bid documents.
- **Round 2**-Evaluation of the technical bid documents.
- **Round 3** Sample Evaluation
- **Round 4** Opening of Price Bid.
- **5.4.1 Round 1** Opening of technical bid documents.
- **5.4.2** The documents submitted shall be opened at the time and date mentioned. The prospective bidders or their authorized representatives can present, if required by them.
- 5.4.3 The format for submission of the technical bid is as per annexures and submission in any other format or absence of requisite information will lead to rejection of bids in round -1 evaluation. The prospective bidders are advised to submit all information and supporting documents that are required to prove their competency and claims.
- **5.4.4** The Tender Inviting Authority (TIA) may call for additional documents/clarifications if required.
- **5.5 Round 2** Evaluation of the documents submitted as per prequalification criteria.
- **5.5.1** The documents submitted as part of the bids shall be scrutinized by a BidEvaluation Committee constituted by the Tender InvitingAuthority.

The Tender Inviting Authority may call for additional documents/clarifications through e-tender portal.

- 5.5.2 The list of those who come out of the evaluation of the documents successfully as well as those rejected (with reasons for rejections) will be published on the website of KSRTC (www.keralartc.com) and objections/remarks against the list will be invited. The objections /remarks received before the date and time specified in the notice will be considered by the concerned committee and the final list of successful bidders of round 1 will be published.
- **5.6. Round 3**-Sample Evaluation The successful bidders in Round 1 evaluation shall have to submit the sample of offered Desktop Computer with accessories and shall arrange demonstration for evaluation. Round 2 Evaluation result shall be published after sample evaluation. The objections /remarks received before the date and time specified in the notice will be considered by the concerned committee and the final list of successful bidders of round 3 will be published.
- **5.7. Round 4** Opening of Price Bid. (After satisfactory demonstration of supply and acceptance)
- 5.7.1 The price quoted shall be all inclusive of the cost of supply including warranty contained in the scope and specific conditions of this tender document. There shall not be more than one Model/Type offer in the tender. Offering more than one model/Type shall make the bid invalid.
- **5.7.2** The price bid shall be in the BOQ format submitted along with the tender notice in the e-tender portal.
- 5.7.3 The list of those who come out of the evaluation of the Price bids successfully as well as those rejected (with reasons for rejections) will be published on the website of KSRTC (www.keralartc.com)
- 5.7.4 The successful bidder has to furnish performance security within 10 days from the date of issuance of purchase order.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

- **6.1** The tender document is to be downloaded from website www.etender.kerala.gov.in or www.keralartctender.com
 Tenderer shall submit tender document cost online in the e-tender portal & non- submission of sufficient tender document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.
- 6.2 The online documents shall be submitted through the e-tender portal www.etenders.kerala.gov.in. Tenderers have to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu 'downloads'.
- **6.3** Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.
- **6.4** The bidder, if not an OEM, should have annual turnover of Rs.50 Lakh (Minimum) each in the last three financial years.
- **6.5** The general guidelines on e-tender process is as below;
 - 6.5.1.1 Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
 - 6.5.1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388

- or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.
- 6.5.1.3 The online tender process comprises the stages viz. downloading the tender document, bid submission (technical cover and financial cover), opening of technical bid opening and bidder short listing and opening financial bids.
- 6.5.1.4 The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.
- 6.5.1.5 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.
- 6.5.1.6 **Online Payment modes**: The tender document fees and EMD can be paid through **e-Payment facility** provided by the e-Procurement system:
- 6.5.1.7 Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in 'Online mode' through SBI/NEFT, as per the Notice Inviting Tender. No exemption in the case of Tender Fee. The bidder seeking EMD exemption must submit the valid supporting documents for the relevant category. Bidders should ensure and convince themselves that the online payments made by them have been successfully transferred. KSRTC shall under no circumstances be responsible for failed transaction of the payments due to non-compliance of any online banking procedure and consequent rejection of tender.

- 6.5.1.8 Litigation: Bidders who have been either blacklisted by KSRTC or have/had legal litigations will not be eligible for consideration.
- 6.5.1.9 All orders placed by the Corporation are to be executed within the time limit specified. In the event of accepting the contract any failure to supply the item on or before the specified date or in the event of the supplies being rejected, the orders are liable to be cancelled.
- 6.5.1.10 In case the supply is not made within the stipulated time and as per the PO conditions, the Corporation will cancel the order and procure the item from any other source at the risk and cost of contractor. KSRTC may deduct the difference in rate between the order rate and the rate actually paid for from the suppliers bill or from any money that may be due or become due to them or by initiating legal steps including revenue recovery.
- 6.5.1.11 The Chairman and Managing Director may reject any or all the supplies made which he consider not suitable for the purpose for which they are ordered for or because they are of inferior quality or not as per sample submitted along with the Tender and his opinion in the matter will be final and not liable to be questioned by the firm or any one on his behalf. Rejected articles should be taken back by the Contractor at his own cost.

6.6 Responsibility of verification of contents of tender document:

- 6.6.1 The purchasers of the tender form shall see all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Tender Document'.
- 6.6.2 Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

6.7 Guidelines for preparation of Tender

- 6.7.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The documents to be submitted online as mentioned in clause 6.15.
- 6.7.2 In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.
- 6.7.3 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.7.4 The tender (in English Language only) for the supply of Desktop Computer mentioned in Section IV shall be submitted along with detailed specifications.
- 6.7.5 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.7.6 Clarifications to specific received email requests on sr@kerala.gov.in shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority (<u>www.keralartc.com</u>). However it shall be the duty of the

- prospective tenderer to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.7.7 Any clarification on the e-tender procedure shall be obtained from Kerala State IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315.
- 6.7.8 No telephonic enquiry / visits to any Office / Officer regarding the tender will be entertained all queries / correspondences by the aforesaid email only, which will be acknowledged / answered in time.

6.8 Online payment for e-Tenders

6.8.1 The bids will not be considered for further processing if bidders fail to comply on clauses above and tender fees and EMD will be reversed to the account from which it was received.

6.9 Tender Document Cost

6.9.1 Tenderer shall submit Tender document cost online in the e-tender portal & non- submission of Tender Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.10 Earnest Money Deposit (EMD):

- 6.10.1 Tenderer shall submit EMD online in the e-tender portal & non-submission of sufficient EMD as mentioned in Section III shall also be the primary for rejection of the offer in the first round. The bidder seeking EMD exemption must submit the valid supporting documents for the relevant category as per Kerala Store Purchase Mannual.
- 6.10.2 EMD of unsuccessful tenderers will be discharged/ returned as promptly through online transfer.
- 6.10.3 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.
- 6.10.4 No interest will be paid for the EMD submitted.
- 6.10.5 The EMD will be forfeited, if a tenderer;

- 6.10.5.1 Misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.
- 6.10.5.2 Withdraws its bid after the opening of technical bid;
- 6.10.5.3 Successful tenderer, fails to sign the contract after issuance of Letter of Intent
- 6.10.5.4 fails to furnish performance security after issuance of Letter of Intent.

6.11 Deadline for submission of tender.

- 6.11.1 Tenderers shall upload all the necessary documents in the e tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay.
- 6.11.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.12 Modification and Withdrawal of Bids

6.12.1 The tenderer can modify or withdraw bids submitted online before the last date & time for online submission.

6.13 Period of Validity of Tender

- 6.13.1 The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- 6.13.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

6.14 Acceptance / Rejection of tenders:

- 6.14.1 It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of tenderers qualified for the price bid opening shall be accepted, unless one sided condition unacceptable to the Tender Inviting Authority are provided in such price bid.
- 6.14.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer in the event the firm deviates from the agreed terms and conditions.

6.15 Notices

6.15.1 The Tender Inviting Authority shall publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process;

The tender notices, documents, corrigendum, addendum etc if any.

- 6.15.1.1 Amendments to the tender conditions, if any, especially after the pre-tender meeting.
- 6.15.1.2 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
- 6.15.1.3 List of tenderers qualified for demonstration of equipment and reasons for rejection of unqualified tenderers.
- 6.15.1.4 Results of the demonstration of the equipments, reasons for rejection of equipments and provisional list of tenderers qualified for price bid opening.
- 6.15.1.5 Final List of technically qualified bidders.
- 6.15.1.6 Summary of Online price bid opening.
- 6.15.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties

- for exchanging such notices will be the addresses as incorporated in the contract
- 6.15.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.16 Other terms and Conditions

- 6.16.1 Technical Specifications and Standards:- The Goods & Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in Section IV of this document.
- 6.16.2 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.
- 6.16.3 If the customs duty, CGST, SGST and IGST are left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and BOQ will be considered for evaluation.
- 6.16.4 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.17 Tendering System

- 6.17.1 The tenders / bids are to be submitted on-line in two covers in the e-tender portal.
- 6.17.2 PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal (as mentioned in 6.17). The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions
- 6.17.3 PART II tilted as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other

- formats will be treated as non-responsive and not considered for tabulation and comparison.
- 6.17.4 Tenderers who wish to participate in the e-tendering will have to procure valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. Tenderers can procure this certificate from any of the Government approved certifying agency i.e. consultancy services. Details can be obtained from the e-tender portal itself.

6.18 Amendment of tender documents:

- 6.18.1 At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.
- 6.18.2 The amendments shall be published in e-tender portal, and the tender shall submit copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- 6.18.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

6.19 Instructions for submitting Financial bid :-

- 6.19.1 The rates shall be submitted in **BOQ/PRICE BID link** available in the e-tender portal available in www.e-tender.kerala.gov.in.
- 6.19.2 The bidder should quote the rate for supply (including unloading charge) of 1 No. of Desktop Computer with all accessories with5 yearcomprehensive onsite warranty, discount, GST separately. The rates shall be submitted in BOQ portion of the corresponding Tender published in website www.etenders.kerala.gov.in
- 6.19.3 GST should be calculated exactly and entered in the respective column of BOQ.

- 6.19.4 If the amount of GST is not entered in the respective column of BOQ, such bidders will not be eligible for revised levies declared from time to time.
- 6.19.5 The quantity of item may increase or decrease. The tolerance limit shall not be more than plus / minus fifteen percent (\pm 15%) as per the provisions of Kerala Store Purchase Manual.

6.20 Opening of Tender

- 6.20.1 The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.
- 6.20.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.20.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.
- 6.20.4 In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

6.21 Evaluation of tender

The bid evaluation will be done as follows

- 6.21.1.1 The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.
- 6.21.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.
 - 6.21.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.
 - 6.21.1.4 A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.
 - 6.21.1.5 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

6.22 Clarification of Bids

- 6.22.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee on its bids submitted.
- 6.22.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

6.23 Demonstration of technical specifications and performance:

of Technical bid, the tenderer shall arrange for demonstration of offered items at Chief Office, KSRTC Thiruvananthapuram at their own cost for verification by the Tender Inviting Authority, whether the offered items meets the technical specification, accuracy and other quality parameters as indicated in Section IV, if required by

- the Tender Inviting Authority. The tenderer should be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.
- 6.23.2 The purpose of this exercise is to satisfy the Tender Inviting Authority about the ability of the tenderer to manufacture and supply those items of specified specifications of good quality. However, the successful tender has to satisfy that the Tender Inviting Authority during the technical evaluation that it conforms to the requirements of the Section IV.
- 6.23.3 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the tender inviting Authority will lead to automatic rejection of the tender and the price bid of such tenders shall not be considered for opening of price bids.
- 6.23.4 Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
- 6.23.5 There shall also be no hidden costs.
- 6.23.6 Tenderer shall quote prices in all necessary fields in the available format. All white/green areas of the BOQ file shall be filled up. The grey areas of the BOQ file shall not be edited. The price shall be entered separately in the following manner:

6.24 Award of Contract

- 6.24.1 Criteria: -The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening.
- 6.24.2 Variation of Quantities at the Time of Award/ Currency of Contract:At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to fifteen (15%) per cent, the quantity of goods and services mentioned under cl.
 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

6.25 Notification of Award/Letter of Intent (LOI)

- 6.25.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 6.25.2 The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- 6.25.3 The Notification of Award shall constitute the conclusion of the Contract.

6.26 Signing of Contract

- 6.26.1 The successful tender shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
- 6.26.2 The successful tenderer shall submit bank guarantee in the format of a performance security prescribed under clause 6.27.
- 6.26.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall submit the contract, both on Rs. 200/- Kerala state stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.
- 6.26.4 Assignment: -The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

- 6.26.5 Sub Contracts: The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.
- 6.26.6 Modification of contract: If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.27 Performance Security

- 6.27.1 There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.
- 6.27.2 The contract duly signed and returned to the tender inviting authority shall be accompanied by the security deposit amount in the form of demanded draft / bank guarantee valid after 6 months from the date of expiry of contract period in the prescribed format.
- 6.27.3 Upon receipt of such contract and performance security the tender inviting authority shall issue supply order containing the terms and conditions for the execution of the order.
- 6.27.4 Failure of the successful tenderer in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.
- 6.27.5 The Performance security shall be denominated in Indian Rupees only.

6.28 Payment

- 6.28.1 The Payment will be made on the basis of one month performance Certificate as per Annexure- N.
- 6.28.2 Where there is a statutory requirement for tax deduction at Source,
 Such deduction towards income tax and other taxes as applicable
 will be made from the bills payable to the Successful tenderer at
 rates as notified from time to time

6.29 Guarantee/Warranty terms:

- 6.29.1 Warranty Conditions.-The Desktop Computer offered should have a comprehensive onsite warranty for a period of 5 Year including monitor, key board and other essential accessories. Any premature failure of aggregates and accessories of the Desktop Computer within the warranty period shall be attended free of cost within 48hours of intimation from KSRTC.
- 6.29.2 The successful tenderer further have to warrant that the 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 Tender Inviting Authority's specifications) or from any act or omission of the successful tenderer, that may develop under normal use of the supplied goods.
- 6.29.3 Site Visits: The successful tenderer shall visit each location as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority.
- 6.29.4 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment and stamped shall be forwarded by email/fax/post to the KSRTC office within 10 days from the due date.
- 6.29.5 If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified mentioned, the Tender Inviting Authority may proceed to take such remedial action as may be

deemed necessary, at the successful tenderer's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.

- 6.29.6 A warranty certificate (as per format in Annexure K) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 6.29.7 Any mandatory approval required for installation shall be obtained by the successful tenderer in liaison with the respective authorities.
- 6.29.8 The offered warranty includes
 - 6.29.8.1 Visits prescribed under cl.5.1.7 as part of preventive maintenance.
 - 6.29.8.2 Testing as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
 - 6.29.8.3 Quality Assurance test (if applicable).
 - 6.29.8.4 The cost of labour for all repairs/ and all spares required for replacement during repairs.
- 6.29.9 There should not be any exclusion of warranty for any spare parts except consumables. Any item which is meant for single use is termed as consumables. If any equipment has a preventive maintenance kit / software recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty.
- 6.29.10 All software updates, if any required, should be provided free of cost during Warranty period.
- **6.30** Liquidated damage for supply performance The successful Tenderers shall supply the ordered quantity of Desktop computer as

per the delivery schedule given by KSRTC. If Desktop computer are not supplied as per supply schedule given by KSRTC, liquidated damages will be realized from the supplier at the rate of 0.5% of the cost of item per week for each week or part there of, up to a maximum deduction of 10% of the contract prices and there after the Corporation will consider the termination of the contract at the risk and cost of the bidder, as per the provisions of Kerala Store Purchase Manual.

6.31 Intellectual Property Rights (IPR)

- 6.31.1 The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 6.31.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful tenderer of the same and the successful tenderer shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.
- 6.31.3 The Successful tenderer shall at all times, indemnify and keep indemnified the Tender Inviting Authority against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive onsiteWarranty.

6.32 Corrupt or Fraudulent Practices

6.32.1 It is required by all concerned namely the Tenderers/ Successful tenderers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- 6.32.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 6.32.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition.
- 6.32.4 Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.32.5 No tenderer shall contact the Tender Inviting Authority or any of its officers on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderers bid.

6.33 Force Majeure

6.33.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include,

but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 6.33.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.33.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 6.33.4 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

6.34 Resolution of disputes

- 6.34.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 6.34.2 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Thiruvananthapuram, India.

6.35 Applicable Law & Jurisdiction of Courts

- 6.35.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 6.35.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram.
- 6.32. The Successful tenderer shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.

6.33 Fall Clause

6.33.1 The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Chairman and Managing Director,

KSRTC

(Tender Inviting Authority)

APPENDIX: I Technical Specification

<u>Equipment Name:</u>SUPPLY OF DESKTOP COMPUTER with5 Yearcomprehensive onsite warranty including Monitor)

| SI No. | Details | Description |
|-----------|---------------------|--|
| 1 | Processor | Intel Core i5 12400 @ 2.5 GHz base frequency, 6 core, 18 MB cache, TDP-65 W or Higher / AMD Ryzen 5 5600 G @ 3.9 Ghz Base frequency, 6 core, 19MB cache(L3 cache -16MB & L2 cache -3MB), TDP:65W or Higher |
| 2 | Chipset | compatible Chipset |
| 3 | Motherboard | OEM Motherboard |
| 4 | Memory | 16 GB DDR4 RAM upgradable to 32 GB |
| 5 | Hard Disk Drive | 512 GB SSD or Higher |
| 6 | Monitor | 21.5" or larger TFT/LED Digital Colour Full HD Monitor. Same Make as PC |
| 7 | Keyboard | USB interface. Keyboard. Same make as PC. |
| 8 | Mouse | Optical with USB interface. Same make as PC. |
| 9 | Chassis | Chassis less than 16 L |
| 10 | Ports | 6 USB Ports or more [at least 2 USB 3.0 Ports and two ports in front panel (at least 1 should be USB 3.0)] HDMI, Audio ports. |
| 11 | Networking facility | 10/100/1000 on board integrated Network Port,& Wi-Fi 802.11 b/g/n connectivity.In-built Wi-Fi 6.0 and Bluetooth 5.3 or higher |
| 12 | Certifications | EPEAT Certificate/EPR certificate and ROHS Compliance |
| 13 | Warranty | 5 year Comprehensive on-site warranty including Monitor, Mouse and Keyboard. |
| 14 | Operating System | Windows 11 with MSO 2021 or higher |

Annexure - A

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION MANUFACTURER'S OFFER FORM

(to be submitted by manufacturers)

| No. | Dated: |
|---|-------------------|
| То | |
| The Chairman and Managing Director | |
| Kerala State Road Transport Corporation | |
| (Tender Inviting Authority) | |
| Dear Sir, | |
| Tender No : | |
| Equipment Name : | |
| 1. We (name of the OEM) dec | lare that we are |
| the are the original manufacturers of the above e | quipment having |
| registered office at (full address with teleph | none number/fax |
| number & email ID and website), and havi | ng factories at |
| 2. No company or firm or individual have been au | ithorized to bid, |
| negotiate and conclude the contract in regard | to this business |
| against this specific tender. | |
| 3. We hereby declare that we are willing to provide | onsite warranty |
| and after sales service during the period of warrar | nty/CAMC as per |
| the above tender. | |
| 4. We also hereby declare that we have the capacity | to manufacture |
| and supply, install and commission the quantity | of the Desktop |
| Computertendered within the stipulated time. | |
| (Name) for and on | behalf of |
| M/s | |
| Date: (Name of manufactu | rers) |
| Place: | |
| Note: This letter of authority should be on the le | tterhead of the |

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure B

(Proforma of Certificate be furnished along with Technical Bid)

MANUFACTURER'S AUTHORIZATION FORM FOR DEALER

| 10, | | | |
|--|--|---|----------------------------|
| The Chairman & Managing KSRTC | Director, | | |
| Transport Bhavan, For | t, TVPM | | |
| Ref Tender no: | Dated: | / | |
| Manufacturer) who a (Name/description of the | e products), havin (Address of factory | d manufacturer: g productionfacilit /) do hereby decla | s of ties at re that |
| M/s authorized dealer and subsequently negotiate and No | nd sign the Contra | ct with you again | st NIT |
| Noabove productsmanufacturabove invitation of bids. The | ed by us, for the sume dealership certifica | ipply requirements te is valid up to | of the |
| We hereby extended supply by the above firm a to act on our behalf in maintenance obligations at that the product quoted against the product quoted against and the product quoted against a product a | fulfilling all installati s required by KSRT(| nd duly authorize sa ion,technical suppo C. Wehereby also | aid firm ort and |
| Name: | (| In the capacity of) | |
| (Duly authorize | d to sign the authoriz | zation on and behal | f of) |
| Signature: | | | |
| Dated this | day of | 20 | |
| | mustbe signed by a of attorney to bind th | a competent perso | on and |

Annexure -C

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION COMPARATIVE STATEMENT

| Equipment Name: | | | | |
|-----------------|--|-------------|--|--|
| Name of | | Name of the | | |
| Model | | | | |
| Offered: | | OEM: | | |

| SI No. | Components | Specification | Compliance of the offered model with stipulated specification (Yes/No) | Remarks if any |
|-----------|--------------------|---|--|----------------|
| 1 | Processor | Intel Core i5 12400 @ 2.5 GHz base frequency, 6 core, 18 MB cache, TDP- 65 W or Higher / AMD Ryzen 5 5600 G @ 3.9 Ghz Base frequency, 6 core, 19MB cache(L3 cache -16MB & L2 cache -3MB), TDP:65W or Higher | | |
| 2 | Chipset | compatible Chipset | | |
| 3 | Motherboard | OEM Motherboard | | |
| 4 | Memory | 16 GB DDR4 RAM upgradable to 32 GB | | |
| 5 | Hard Disk Drive | 512 GB SSD or Higher | | |
| 6 | Monitor | 21.5" or larger TFT/LED Digital Colour Full HD Monitor. Same Make as PC | | |
| 7 | Keyboard | USB interface. Keyboard. Same make as PC. | | |
| 8 | Mouse | Optical with USB interface. Same make as PC. | | |

| 9 | Chassis | Chassis less than 16 L | |
|----|------------------------|---|--|
| 10 | Ports | 6 USB Ports or more [at least 2 USB 3.0 Ports and two ports in front panel (at least 1 should be USB 3.0)] HDMI, Audio ports. | |
| 11 | Networking facility | 10/100/1000 on board integrated Network Port,& Wi-Fi 802.11 b/g/n connectivity.In-built Wi-Fi 6.0 and Bluetooth 5.3 or higher | |
| 12 | Certifications | EPEAT Certificate/EPR certificate and ROHS Compliance | |
| 13 | Warranty | 5 year Comprehensive on- site warranty including Monitor, Mouse and Keyboard. | |
| 14 | Operating System | Windows 11 with MSO 2021 or higher | |

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

(Seal of the Tenderer)

Annexure D

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION GENERAL INFORMATION ABOUT THE TENDERER

| | Name of t | he | | | | | | | | |
|------|---|------------|-------------------|--------|---------------|------------------------|-------|----------|------|------|
| | Registered | d address | | | | | | | | |
| 1 | of the firm | n with | | | | | | | | |
| | State | | | | | District | | | | |
| | Telephone | No. | | | | Fax | | | | |
| | Email | | | | | Website | | | | |
| | 1 | | Conta | act Pe | rson | Details | | | | |
| 2 | Name | | | | | Designat | | | | |
| | Telephone | No. | | | | Mobile N | 0. | | | |
| | | | Comm | unica | tion <i>l</i> | Address | | | | |
| | Address | | | | | | | | | |
| | Address | | | | | | | | | |
| 3 | State | | | | | District | | | | |
| | Telephone | No. | | | | Fax | | | | |
| | Email | | | | | Website | | | | |
| | | Type of | the Fir | m (Pl | ease | √ releva | ant b | ox) | | |
| | Type of the Firm (Please √ relevant box) | | | | | | | | | |
| 4 | Private Lto Partnershi | | Public Society | | | Proprietorship Others, | | | | |
| | Registration | • | | , | | | | | | |
| | i region and | Nature o | | ness(| - Pleas | e √ relev | /ant | box) | | |
| | Original E | | | | | Authorize | | | | |
| _ | | | | | | | | | | |
| 5 | Manufactu | irer | | | | /Representative | | | | |
| | Direct Imp | orter | | | | Others, | speci | ify. | | |
| Key | personne | l Details | (Chairn | nan, C | EO, D | irectors, | Man | aging Pa | ırtı | ners |
| etc. |) | | | | | | | | | |
| | in case of | Directors, | DIN No | s. are | requir | ed | | | | |
| 6 | Name | | | | Desi | gnation | | | | |
| | Name | | Designation | | | | | | | |
| | | | | Bank | Detai | ls | | | | |
| 7 | Bank Acco | unt No. | | | IFSC | Code | | | | |
| 1 | i | | | | 1 | | 1 | | | |

| | Bank Name & Address | | | Branch Name | | |
|------|--|---|---------------|-------------|------------|----------|
| | Tel No | | | Email ID | | |
| 8 | Whether any crin | minal case was registered against the | | | | Yes / No |
| 8 | company or any | ompany or any of its promoters in the past? | | | | |
| | Other relevant Information provided * | | | | | |
| 9 | (here enclose the details such as presentation on the details of the | | | | | the |
| 9 | tenderer in a CD preferably, please avoid submission of detailed | | | | | d |
| | leaflets/brochure | s etc, | if possible.) | | | |
| | | | | Signatu | ire of the | |
| Date | Office tenderer / | | | | | |
| Date | Seal Authorised | | | | | |
| | | | | signato | ry | |

Annexure E

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION OFFER FORM

| Having examined and accepting the conditions of the tender document |
|---|
| no we here by submit this offer for the supply |
| & installation of |
| conforming the detailed technical specification mentioned in section IV |
| of the tender document. The details of the equipment offered are as |
| follows. |

| SI. No. | Name of the Computer | Model | Original Equipment Manufacturer | Country of Origin |
|------------|-------------------------|-------|---------------------------------------|----------------------|
| 1 | | | | |

| Data | | Signature of the |
|--------|-------------|---------------------|
| Date : | Office seal | tenderer/Authorized |
| | | signatory |

Annexure F

(Proforma of Certificate be furnished along with Technical Bid)

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

| I/ Weregistered office) do hereby constitute | |
|---|-------------------------------------|
| employed with us and holding the posit As our attorney, to act and sign on metender no for | ny/our behalf to participate in the |
| I/ We hereby also undertake the action of Sri/Smtthe tender process and thereafter on signature is attested below | · - |
| | Dated this theday of 20_ For |
| | (Name, Designation and Address) |
| Accepted | |
| | (Signature) |
| (Name, Title and Address of | f the Attorney) |
| Nate : | |

Annexure G

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION DECLARATION FORM

| I | /We M/s | S | | | | | | | repres | ented |
|---------|----------|---------|----------------|---------|-----------|-------|------|----------|---------|--------|
| by its | Propriet | or / M | lanaging | Partner | /Chairr | man a | and | Manag | ing Di | rector |
| having | | its | | Regis | tered | | (| Office | | at |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | do | hereby | decl | lare | that | I/We | have |
| careful | ly read | all the | e condit | ions of | tender | | | | D | ATED |
| | fo | r supp | ly of . | | . invited | l by | the | Kerala | State | Road |
| Transp | ort Corp | oration | ., Thiruv | anantha | ipuram a | and a | ссер | ts all c | onditio | ons of |
| Tender | | | | | | | | | | |

Signature of the Tenderer

Name in capital letters with Designation



(Proforma of Certificate be furnished along with Technical Bid)

ANNUAL TURN OVER STATEMENT

| The Annu | al Turnover of M/s | |
|------------|-------------------------------|------------------------------------|
| | • | w and certified that the statement |
| is true an | d correct. | |
| SI. No. | Year | Turnover in Lakhs (Rs) |
| 1 | 2021 - 2022 | |
| 2 | 2022 – 2023 | |
| 3 | 2023 – 2024 | |
| | Total | , |
| | Average Turnover per year | |
| Date: | | |
| | of Auditor/ Chartered Account | :ant |
| (Name in | Саркат) | |
| Address | : | |
| Registrati | on No: | |
| Seal· | | |

Annexure I

(Proforma of Certificate be furnished along with Technical Bid)

AFFIDAVIT

Format for Affidavit certifying that Entity / Promoter(s) / Director(s) / Partners of Entity are not blacklisted

| I, M/s (Name of the firm), having |
|---|
| registered office at |
| hereby certify and confirm that we or any of our promoter(s) /director(s) |
| are not barred by Department of Transport, Govt. of Kerala/ or any other |
| entity of Government of Kerala or blacklisted by any state government or |
| central government / department / organization in India from |
| participating in Tender/s, either individually or as member of a |
| Consortium as on the (Last date of submission of tender). |
| We further confirm that we are aware that, our bid for the captioned |
| tender would be liable for rejection in case any material misrepresentation |
| is made or discovered at any stage of the Bidding Process or thereafter |
| during the contract period. |
| |
| Dated thisDay of, 20 |
| |
| |
| Name of the Applicant |
| |
| |
| |
| Signature of the Authorized Person |
| |
| |
| |
| Name of the Authorized Person |

Annexure - J

Undertaking of Authenticity for Desktop Computer Supplies

| Sub: 9 | Supply of IT Hardware/Softwa | re – Desktop Computer |
|--------|------------------------------|-----------------------|
| Ref : | 1. Tender No | _ dated: |
| | 2. Your Purchase Order No. | dated |
| | 3. Our invoice no | dated |

With reference to the Desktop Computer being supplied / quoted to you vide our invoice no /tender no/order no. Cited above,

We hereby undertake that all the components/parts/assembly/software used in the Desktop Computer under the above like Hard disk, Monitors, Memory etc shall be original new Components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (egAuthorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Computer and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & warranty as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorised Signatory

Name:

Designation

Place

Date

Annexure - K

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION WARRANTY CERTIFICATE

(to be filled jointly by the Tenderer, head of & Representative of the Tender Inviting Authority individually for every equipment)

| | | | I | Date: | |
|------------------------|---|---------------------|---------------------------|---|------------------------------|
| KSRTO | Supply order No: | | dated | | |
| No succes with a | instrument bearing ssfully at comprehensive warrant | serial y for | no(Institu a period of | was in tion Name) is o . Years starting | stalled offered g from |
| SI. | Name of the | | nufacturer's | Item | |
| No | accessory | | name | Serial No. | Qty |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Name | e of the Supplier: | | Name of the S | updt. / End Use | r: |
| Signa | ture: | | Signature: | | |
| Seal: | | | Seal: | | |



Annexure-L

(Proforma of Certificate be furnished along with Technical Bid)

Declaration

| I/We hereby declare that M/s | S | | | | | | _ p | artic | ipa | ted |
|---|--------|------|-------|-----|-------|-------|-----|-------|-----|-----|
| in the tender No | _ dtd: | 02. | 11.20 | 24 | have | quot | ted | the | pr | ice |
| forDesktop Computer with 5 | yea | r Co | mpre | ehe | nsive | e ons | ite | war | ra | nty |
| with all accessories. | | | | | | | | | | |
| The information furnished alk knowledge and belief. | oove | are | true, | to | the | best | of | my | / | our |
| Name of the Bidder | | | | | | | | | | |
| Signature of the Authorized | Perso | n | | | | | | | | |
| (Seal | of th | e Te | ndere | er) | | | | | | |

Annexure M

STICKER

| Supplied and Maintained by : KERALA STATE ROAD TRANSPORT CORPORATION TRANSPORT BHAVAN, TRIVANDRUM 695023 |
|---|
| Desktop Computer with 5 year comprehensive onsite warrenty |
| Tender No Eqpt. Code |
| Purchase Order No.(KSRTC) |
| Installed On |
| Comprehensive Onsite Warrenty upto |
| |
| For REPAIR AND COMPLAINTS |
| PLEASE CONTACT: |
| Toll Free Number : |

Annexure N

ONE MONTH PERFORMANCE CERTIFICATE

(to be filled by the head of individually for every equipment)

| SUP.CODE | : | | | | | | | |
|-----------------------------------|----------------|-----|---------------------------------|---------------|-------------|-------------------|------------------|----------|
| Name of th | e Suppli | er: | | | | | | |
| DESKTO | ор сомі | PUT | ER with 5 ye | ear Compr | ehe | nsive ons | site wa | rranty |
| EQPT CODE /Name of t Item: | | | | | Pu No | rchase Ord | der | |
| Make / Manufactur | er | | | | | rchase Ord te: | der | |
| Model | | | | | Pu | rchase Am | ount | |
| Serial no. | | | | | Pro | oject Name | 9 | |
| Date of Installation | l | | | | | | ation / tment | |
| Whether Ed | | | rking satisfac | ctorily witho | ut a | any | YES [| I NO □ |
| If No, prov | | | DESKTOP (ditional detail | | | | | onth |
| | | | BREAK D | OWN DETA | AILS | 5 | | |
| Break down Reported Date | Attend date | | Rectified date | Attended | Affended by | | of beal | k down / |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| Present status of the Working s equipment satisfactorily | | | | | ctorily | ⊓Not | working |
|--|-----------------|----------|------|-------------|---------|--------|----------------|
| Recommended to settle th | ne fina | al payme | nt | YES | | NO | |
| Recommend for trial run f | or on | e more | | YES | | NO 🗆 | |
| Performance of accessorie | es sup | plied | | | | | |
| Further Training | | | | Red | quired | | Not required □ |
| Remarks of KSRTC authorities | | | | | | | |
| One month performance of date to be filled in by the | | | | | | he end | i user) |
| Name of End User & Department | | | | | Siç | gn. | |
| Signature of the Superintendent / Principal | Sign. & Seal | | | | | | |
| Date: Seal of supplier: | | | Date | e: ceSea | l : | | |

Annexure -0

KERALA STATE ROAD TRANSPORT CORPORATION CONFIRMATION FORM

(this form to be submitted before delivering the machine)

| Date: | <u> </u> |
|-------------------------|-------------------------|
| Supplier Name | |
| Name of the Item | Purchase Order No |
| Make/manufactur er | Purchase Order Date |
| Model/Cat No | Purchase Order Value |
| Location/Depart ment | Project Name |
| Supplier: | Central Stores: |
| Sian. | Cian |
| Sign: | Sign: |
| Date: | Date: |
| Name: | Name: |
| Designation: | Designation: |
| Seal: | Seal: |
| | |

For Reference only

(To be submitted by the successful bidder only after receiving purchase order)

Appendix - II

(To be furnished in Indian Stamp paper worth Rs. 200/by the successful bidder)

KERALA STATE ROAD TRANSPORT CORPORATION

FORM OF AGREEMENT

(for Contract for Supply of Specific Quantity)

on

(date)

Agreement executed

| between | | | | 27 | | | |
|--------------|------------|-----------------|----------|------------|--------------|--------------|--------|
| | | (here | in after | called "t | he Contra | actor") an | d the |
| Kerala St | ate Ro | ad Transpor | t Corpo | ration (| herein af | ter called | "the |
| Corporatio | n"). | | | | | | |
| WHE | REAS th | e Contractor | has tend | ered for | the suppl | y of article | es for |
| the use | of the | Corporation | as per | Notice | Inviting | Tender | No: |
| | | dated: | wl | nich tend | ler notifica | ation shall | form |
| part of this | Agreer | ment as if inco | rporated | herein. | | | |
| AND | WHERE | AS the Corpo | ration h | ave bee | n pleased | l to accep | t the |
| offer in res | pect of | the articles m | entioned | in the co | ppy of the | order att | ached |
| (Which sha | ıll form p | part of this ag | reement | as if inco | orporated | herein). | |

| AND WHEREAS the Contractor has as security for the due fulfilment of his |
|--|
| obligations under this deed deposited ` being being |
| percent of the estimated value of the contract in cash / in the form of |
| Demand Draft of Bank / in the form in a letter o |
| Guarantee from Bank approved by the Corporation.(scheduled |
| banks) |

NOW THESE PRESENTS WITNESS AS FOLLOWS:

- (1) (A) In case where along with the tender samples have been forwarded to the Corporation and the samples approved, the contractor agrees to supply the materials according to the approved samples. In other cases, the contractor agrees to forward samples to Corporation for approval, if so required, and then to supply materials according to such approved samples. When samples are not required the contractor agrees to supply according to standard specification. Samples forwarded by the contractor to the Corporation will not be paid for and shall be the property of the Corporation, but the Corporation is at liberty to return them to the contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All Samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Corporation to see if the supplies made are according to the approved samples.
 - (B) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order

attached herewith the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of months from the date of delivery of the said goods to the Corporation and that not withstanding the fact the Corporation may have inspected and/or approved the said goods, if during the aforesaid period of months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Corporation in that behalf will be final and conclusive) the Corporation will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc: shall apply. The contractor shall if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the Corporation. Otherwise the contractor shall pay the Corporation such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Corporation in that behalf under this contract or otherwise.

(2) Requests for enhancement of rates once accepted will not be considered except where Corporation has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of the sale or other specified terms and conditions, if any printed on the quotation sheets of the contractor or attached with the Contractor's tender or any other letter or paper from the contractor will not govern this contract nor bind the Corporation in any manner what so ever unless such terms have been expressly accepted by the Corporation in writing.

| (3) | | | | Т | he art | icles | and | quant | ities | to | be s | suppli | ed | are |
|-----|----|-------|----|-----|--------|-------|-----|-------|-------|----|------|--------|----|-----|
| | as | shown | in | the | сору | of | the | Order | No | | | | da | ted |

...... herewith attached, which shall be considered as part of this agreement. The contractor agrees to supply the quantities of the articles shown in the order at the rates tendered by him for each articles within the time fixed.

- (4) In the case of goods delivered by shipment, the contractor, shall where the expected tonnage of goods is more than 200 tones, deliver the goods through the Thiruvananthapuram port, if so required by the Corporation.
- (5) The contractor agrees that time is the essence of this contract.
- (6) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the Corporation is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Corporation incur, in thus procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the Corporation from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Contractor agrees, that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Corporation.
- (7) All payments to the contractor for supplies effected satisfactorily will be made after scrutiny of his bills.
 - (i) Either by Corporation cheques payable at the Government Treasuries.
 - (ii) Or by drafts on the Reserve Bank of India, at any of its principal branches in India.
 - (iii) Or in case of supplies from Abroad by drafts or otherwise as may be agreed to:

- (8) All incidenta1 expenses incurred by the Corporation for making payments outside the District in which the claim arise shall be borne by the contractor.
- (9) The contactor shall not assign or make over in part or wholly the contract or the benefits of burdens hereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the corporation. The Corporation shall have absolute power to refuse any such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Corporation.
- (10) NOT WITH STANDING the provisions contained to Clause 5, the Corporation shall have the right to cancel contract for any default on the part of the contractor in the due performance thereof.
- (11) It shall be lawful for the Corporation from and out of any money for the time being payable or due to the contractor from the Corporation under this contract or otherwise to set off any loss, expense, cost or damages, sustained or incurred by the Corporation by reason of the cancellation of the contract.
- (12) The security deposit shall subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract.
- (13) The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
- (14)The contractor agrees that all sums found due to the Corporation under or by virtue of these presents shall be recoverable from

him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner as the Corporation deem fit.

| (15) | Any dispute arising out of this Tender procedure shall be under the Jurisdiction of Thiruvananthapuram court. |
|------|--|
| | In witness where of the contractor and Sri, |
| | Controller of Purchase & Stores, for and on behalf of the Kerala |
| | State Road Transport Corporation have hereunto set their |
| | hands. |
| | Signed, Sealed and delivered by: |
| | Shri |
| | (Name & Address of Contractor) |
| | (Signature of Contractor) |
| | In the presence of witnesses: |
| | 1(Name) (Signature) |
| | 2(Name) (Signature) |

Signed, Sealed and delivered by:

| Shri: Controller of Purchase & Stores, |
|--|
| for and on behalf of the Kerala State Road Transport |
| Corporation |
| (Signature) |
| In the presence of Witnesses: |
| 1 (Name) (Signature) |
| |
| 2 (Name) (Signature) |