

**NOTICE INVITING EOI FOR SELECTION OF SYSTEM INTEGRATOR /PARTNER FOR THE
TENDER REF NO: HCK/2023-24/IND0008.**

EOI No: BECIL/ HCK/GOK/Tender/2023-24

Date: 04.11.2023

Title: Notice Inviting EOI For Selection of System Integrator Partner for The Project Implementing Agency For the “e-Tender Enquiry for Procurement of integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the state Judiciary”.

Dear Sir,

M/s. Broadcast Engineering Consultants India Ltd(BECIL) invites Short Notice Tender Enquiry for the Procurement of integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the state Judiciary”.

Intended and eligible System Integrator/SI partner are requested to go through the detailed tender scope of works and terms & conditions as mentioned in the Tender Document. Tender reference No: HCK/2023-24/IND0008. (Tender attached).

The quotation is single bid system (Techno-Commercial proposal) to be submitted in packed & sealed cover addressed to Smt. Usha Mangalgi, General Manager, BECIL. **Quotation should also be super scribed at the top “Selection of Back end project implementing Partner for Procurement of integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the state Judiciary” with due date so as to reach us to BECIL Bengaluru Regional Office, No.162, I Cross, II Main, AGS Layout, RMV II Stage, Bengaluru – 560094, on or before 15:00 Hrs. on 08th of November, 2023. Bids will open on the same day (15:30 Hrs.) in presence of bidders.**

BECIL will submit a bid against the Tender No.: HCK/2023-24/IND0008 with the price quoted by the bidder selected in this short notice tender enquiry. In case BECIL is selected as the L-1 bidder, a contract will be signed with the selected bidder of this short notice tender enquiry to undertake the project scope of works as per the tender conditions of HCK/2023-24/IND0008.

Annexure-A

A. Major Pre-Qualification Eligibility Conditions of The Tender

1	Technical Bid	
1(i).	Eligibility of System Integrator/SI	
	a	The bidder should have registered company.
	b	Should be a profit-making company in last 3 financial years ended on 31.03.2021
	c	Should not have been blacklisted by any government organization in India
	d	The bidder should have an office in Bengaluru

An ISO-9001:2015, ISO-27001:2013, CMM1-L3, ISO/IEC-20000:2018 Certified Company.

Head Quarters BECIL Bhavan, 56-A/17, Block 'C' Sector 62, NOIDA-201 301. U.P. Tel: 0120-4177850, Fax: 0120-4177879 E-mail : becil@vsnl.net

मुख्यालय : बेसिल भवन, ५६-ए/१७, ब्लॉक सि, सेक्टर ६२, नोइडा-२०१ ३०१, उत्तर प्रदेश.

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	e	The bidder should have a total sum of turnover of Rs.24 Crores in the last three financial years 2020-21, 2021-2022, and 2022-2023. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account for last three years shall be attached along with CA Certificate.
	f	Past Experience: The Bidder should have executed supply and installation of the Audio Video Solutions/ IT related similar works value worth at least Rs.24 Crores experience during the last 3 years. (30% of the estimated project cost for the purpose of experience during the last 3 years). Bidder should submit AV /IT related similar works past work experience certificates /P.O's executed in the last 3 years.
1(ii)	System Integrator/SI need to submit the following documents:	
	a.	Company Profile.
	b.	Certificate of Incorporation Companies Act 1956.
	c.	Audited Annual Report for last 3 years.
	d.	GST Registration Certificate.
	e.	Service Tax Registration Certificate.
	f.	PAN Number/Income Tax return copy for the assessment for the last THREE years.
	g.	EMD Rs. 80 Lakhs in the form of NEFT (Making a single transaction online), If the bidder is not selected, EMD will be returned on back-to-back basis.
	h.	The person responsible for signing the bid for this EOI must submit an authorization letter
	i.	System Integrators should provide the necessary documentation including the design, technical configurations, and complete breakup of costs of the system. The schematic diagram depicting bidders design of AV/VC equipments in the Court Hall and relevant technical documents/ brochures/ data sheet/ right ups etc., The related equipments required for Court Hall AV/VC design which is not listed in the line of item may also be included to accomplish the task of successful integration.
	j.	Checklist & supporting documents must be submitted by the bidder.
2	Financial Bid	The financial bid (Indicating the BECIL Margin of % percentage Clearly) and Technical Bid shall be placed in separate sealed envelopes only, super scribed with words " Technical Bid ". & " Financial Bid ". Both the bids are to be placed in a separate sealed cover mentioning, " Bids should reach before 15:00 Hrs. on 08th of November 2023 and the bids will be opened After 15:30 Hrs. 08.11.2023 ".
		Consolidated Margin being Offered in percentage (%) to BECIL excluding Taxes. (To be submitted separately in a price bid -sealed cover). Note: Intended Bidder should not be offer BECIL margin lesser than 5%.

General terms and conditions:

1. The BID will be rejected, if the bid prices are not offered in a separate sealed cover.
2. Financial Bid opening will be done after the evaluation of technical bid (Only for technically qualified bidder).
3. The bidders who have not fulfilled the commitments of this EOI's need not apply.
4. Clause by clause compliance of EOI with references to supporting documents.
5. Successful bidder must sign Pre-bid agreement covering the terms and conditions of the customer.
6. Selected bidder must provide the **EMD of Rs. 80 lakhs** immediately after signing the pre-bid agreement **and PBG 5%** of the contract value and should be submitted in the form of Bank Guarantee within 20 days of issue of acceptance letter/work order.
7. The interested Partners/SI may like to discuss the detailed Scope of Work with the **Senior Manager – Janardhan P, Mob:9986626240.**

8. **Indemnity clause:** The Successful Bidder shall, indemnify and hold harmless the BECIL and its employees and officers from and against any and all suits, actions administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
9. **Arbitration clause:**
- In event of any dispute or difference between the PARTIES HERETO, such disputes or differences shall be resolved amicably by mutual consultation.
 - If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed jointly.
 - The arbitrator shall make a reasoned decision/award (the Award") which shall be final and binding on the PARTIES.
 - During the pendency of Arbitration proceedings, the services as provided by BECIL shall continue to perform all of their obligations under the Agreement without prejudice to a final outcome of such proceeding.
 - The seat of Arbitrator shall be at Delhi. Arbitrator will be nominated by the CMD ,BECIL

Selection and Finalization of bidders:

Bidder who is meeting the above-mentioned eligibility criteria's, meeting technical criteria's, fulfilling this EOI commitments and highest percentage of Margin to BECIL, (Min 5% excluding GST), H-1 bid will be selected as a SI partner by signing a pre-bid agreement before participating in the TENDER REF NO: HCK/2023-24/IND0008.

- BECIL reserves the right to negotiate the BOQ prices offered after the selection process of H-1 bidder.
- BECIL reserves the right to accept or reject in part or full any or all the EOI's without assigning any reasons therefore and without incurring any liability to the respondents.
- All the special clauses, payment terms & conditions, warranty, SLA mentioned in the RFP will be a back-to-back basis.

The EOI may be sent in a sealed cover marked : NOTICE INVITING EOI FOR SELECTION OF SYSTEM INTEGRATOR /PARTNER FOR THE TENDER REF NO: HCK/2023-24/IND0008.

EOI response must reach the following address on or before 15.00 Hrs. Dated 08.11.2023.

General Manager

Broadcast Engineering Consultants India Limited

#162, II Main, 1st Cross, AGS Layout, RMV II Stage,
Bengaluru-560094, Tel: [080-2341585](tel:080-2341585)

Thanking You,

Yours Sincerely

-Sd-

General Manager, BECIL
usha@becil.com

Checklist			
SL NO	Particulars	Submitted(Y/N)	Page No's
1.	General information of the bidder		
2.	Company Registration Certificate.		
3.	Certificate of Incorporation		
4.	Company PAN		
5.	GST Certificate.		
6.	ITR for the assessment of last THREE years.		
7.	Bidder Turnover, Balance sheet P&L Sheet, ITR for last 3 financial years		
8.	Works/ Services of Similar Nature Carried Out by The Bidder During the Last 3 Years.		
9.	Self-Declaration: Not Blacklisted certificate		
10.	Office Address Declaration Certificate		
11.	Authorization letter for signing the bid document on behalf of the bidder.		
12.	Bid Covering Letter stating clearly that all the terms and conditions of this EOI are accepted.		
13.	ISO certificate if any.		
14.	Any Other documents bidder would like to attach		

HIGH COURT OF KARNATAKA



HIGH COURT OF KARNATAKA

Opp. Vidhana Soudha,
Dr. B. R. Ambedkar Road,
Bengaluru – 560 001.

e-mail: regcomp@hck.gov.in

Phone: 080-22954402

Tender for Procurement of integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the state Judiciary

TENDER REFERENCE: HCC-14/2022 dated: 29/09/2023

DATE AND TIME OF PUBLICATION OF TENDER : 17/10/2023

DATE AND TIME OF PRE-BID MEETING OF TENDER : 30/10/2023 @ 11:00AM

LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER : 15/11/2023@4:00PM

DATE AND TIME OF OPENING OF TECHNICAL BID: 16/11/2023 @ 4:00PM

DATE AND TIME OF OPENING OF COMMERCIAL BID: 17/11/2023 @ 4:00PM

ADDRESS FOR COMMUNICATION : *Office of the Registrar General*
HIGH COURT OF KARNATAKA

Opp. Vidhana Soudha,
Dr. B. R. Ambedkar Road,
Bengaluru – 560 001.

Tender for Procurement of integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the state Judiciary

SECTION-I: INVITATION FOR TENDERS (IFT)

Date :17/10/2023

IFT No. :HCC-14/2022

1. The High Court of Karnataka (Purchaser) invites tenders from eligible tenderers for the supply of the integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow listed below line of items:

Sl. No.	Line of Items
1	50" Commercial Display with Floor Mount kit & Swivel Mount kit
2	23" Interactive Touch System
3	Small form Factor PC for Soft VC Calling and AV System Controlling
4	Camera with Mounting Accessories
5	DSP Controller/Codec
6	Gooseneck Mics
7	Speaker with Amplifier & Wall mount Kit
8	24-Port Gigabit PoE Network Switch
9	1-In, 4-Out HDMI Splitter
10	HDMI Receiver
11	HDMI Transmitter
12	2 Channel HD Recorder and Streaming Media Processor
13	Hybrid NAS Array Box with 180 days Storage retention policy
14	Document Camera/Visualizer
15	12U Floor Mount Equipment Rack
16	CAT6A Cable (End-to-End Integration)
17	USB Cable
18	Audio Cable
19	HDMI Cable
20	Patch Cords
21	Connector
22	Connector Gender Changer
23	Power Cable (3 core 2.5sqmm) (End-to-End Integration)
24	Any other Equipment/Accessories required for Solution Design

Note: If any of the line of items OR technical specifications are left out, in the above paragraphs, it shall be the duty of vendor/bidder/SI/OEM to supplement the same so as to completely integrate the conceived project to achieve the end result. (modified)

2. The tenderers may submit tenders for all of the integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings, as well as for implementation of Paper less work flow given above. **Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract. (modified)**

3. Submission, Receipt, and Opening of Bids Time Lines: The original proposal shall be uploaded in the e-procurement portal of the Government of Karnataka on or before the due date. Tentative dates are as below: (modified)

Bidding Schedule

(a) Date of publishing Tender Document on e-Procurement platform	17/10/2023
(b) Date of pre-bid meeting	30/10/2023 at 11.00 a.m.
(c) Date and time of last date of submission of tenders	15/11/2023 at 04.00 p.m.
(d) Date and time of opening of pre-qualification/ Technical bids	16/11/2023 at 04.00 p.m.
(e) Date and time of opening of financial bids (Tentative)	17/11/2023 at 04.00 p.m.
(f) Place of opening of bids (g) Address for communication (h) For any Technical Enquiry	Office of the Registrar Computers High Court of Karnataka, Opp: Vidhana Soudha, Dr. Ambedkar Veedhi, Bengaluru – 560 001. e-mail: regcomp@hck.gov.in Phone: 080-22954402
(i) Information for Communication	The Registrar General High Court Of Karnataka Opp. Vidhana Soudha, Dr. B. R. Ambedkar Road, Bengaluru – 560 001.

4. The bidder shall pay Rs. **80,00,000/- (Eighty Lakhs)** in one single transaction as the Earnest Money Deposit in the e-Procurement portal. (modified)

5. Tenders must be upload as per schedules in the e-Procurement portal. (modified)

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

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II : INSTRUCTIONS TO TENDERERS (ITT)

A. Introduction

1. Eligible Tenderers

- 1.1 The High Court of Karnataka intends to float RFP for Procurement of integrated Hardware (AV Systems) to run VC Platform in Hybrid mode, recordings of Court Hall proceedings for Live streaming of Court Hall Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the State Judiciary. Approximate Courts – 35 Court Halls of the High Court of Karnataka, Bengaluru and 354 Court Halls in the District Judiciary. The count of Court Halls may vary plus or minus while finalizing the Bid subject to availability of funds.
- 1.2 The scope of the project includes Design, Supply, Install, Testing and Commissioning and complete integration of requisite Hardware & Software for Voice tracking Cameras, Mikes for VC based Court Proceedings, so as to have interface for Video Conference and Live streaming as well for paperless work flow. Provide audio and visual systems to enhance the Hybrid Court room workflow, effective collaboration, information sharing, Video Conferencing, sound reinforcement in local & remote and Video/Audio Distribution system.
- 1.3 The participants of POC (Ref: EOI No. HCC SCC-35/2011 dated:15/07/2022) and those who have physically conducted POC in the Court Hall of the High Court of Karnataka alone are eligible to participate in this tender, namely in conformity with clause no. 16 and 17 of scope of the project under the said EOI document. There are Seven vendors have given POC demonstration for "Integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings as well as for implementation of Paper less work flow" in the Court Hall of High Court of Karnataka, Bengaluru are as follows:

Sl.No.	Vendor Name
1	M/s Rahi Systems Pvt Ltd.
2	M/s Connectivity IT Solutions Pvt. Ltd.
3	M/s Telecommunications Consultants India Ltd.
4	M/s Office Art
5	M/s Cyfuture India Pvt. Ltd.
6	M/s Railtel of India Ltd.
7	M/s Broadcast Engg Consultants India Pvt. Ltd.

- 1.4 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka
- 1.6 All the types of equipment should be latest and of the prevailing/current standard production of the manufacturer at the time of the proposal. The proposed equipment shall not be likely to be declared as end-of-life/sale within five years from the date of supply.

- 1.7 The scope includes all necessary software, software drivers with perpetual license/s that is needed to the system for its completeness and functional working of the system at each of the location
- 1.8 All the equipment supplied should withstand the indoor & outdoor rugged and other environmental conditions and conform to global ISO standards, requisite statutory compliance and Equipment certifications as specified, as well prevailing compliances etc.,
- 1.9 The Vendors/OEMs/System Integrators shall be ensured of cabling work if any to be done in the Court Halls and premises for connectivity amongst the hardware to be installed for complete integration of the system. Vendor to note the required number of system including all necessary cabling, wiring, electrical job work, Power points, power plugs, and other related accessories including network and power supply to the proposed equipment.
- 1.10 The Vendors/OEMs/System Integrators should provide the necessary documentation including the design, technical configurations, and complete breakup of costs of the system.
- 1.11 It is a project for the entire Court Hall at each location situated in various complexes. The indicative locations of deployment of VC/AV equipment systems are as per distribution matrix which will be provided to the successful bidder along with work order.
- 1.12 The Vendors/OEMs/System Integrators shall be fully responsible for the implementation of the Project in totality and should include the items and their prices in the Schedule of requirements to complete the project on a turnkey basis. Any claim whatsoever in this regard will not be entertained later.
- 1.13 The Vendor/Original Equipment Manufacturers (OEM)/System Integrators, whose products meet the requirements, if necessary, will be invited via e-mail/telephone for a detailed presentation at the High Court of Karnataka for better understanding of the proposal.
- 1.14 The Hon'ble Computers and Technology Committee and Technical Experts of the High Court of Karnataka will examine the proposed solutions and suitability of various products as per the requirements for the evaluation of proposed solutions by the said committee and is finalizing the tender on **QCBS** basis.
- 1.15 The AV/VC solution shall provide seamless integration, scalability and interoperability with the system for Court Hall proceedings recording (with the provision for on premises storage of the same) and for live streaming of court hall proceedings.
- 1.16 The proposed System should facilitate viewing of live and recorded videos and control of all cameras by the authorized users. The system should provide inter-operability of hardware, Operating System, software, networking, printing, database connectivity, reporting, and communication protocols.
- 1.17 The scope of installation, commissioning & system integration shall mean to install, configure, and by adhering to essential security measures.
- 1.18 All patches and updates shall be provided by the Vendors/OEMs/System Integrators, from time to time to keep the system updated with assured efficiency.

- 1.19 The Supplier shall have to undertake the power/data cabling as per the requirement at the respective location.
- 1.20 After the completion of the project on the site, the actual payment of power cabling and data cabling or any other equipment which is site specific, will be based on the actual quantity utilized by way of a joint survey report of an authorized technical person from the Court and company representative, duly counter signed by the senior-most Judicial Officer of the respective site/court complex.
- 1.21 At 150 Court Halls, we have already 1) A&T Cameras - A & T , 2) Mic-cum-Speaker - A&T UBT-800 and 50" Samsung Commercial Display in place and in those respective locations the same is to be integrated by utilizing this existing items for the project and by supplementing additional hardware required as per the current RFP so as to get complete integration. Accordingly, the line of items like Camera, Display cost is to be excluded (namely to the extent proposed items was not used) from the billing /invoice from that respective Court Locations.
- 1.22 Period of Rate Contract: This rate contract shall be valid for a period of 24 (Twenty-Four) months from the date of entering into the agreement for additional procurement. High Court of Karnataka reserves the right to place orders for additional quantities as and when required during this period in conformity with regulations enshrined in KTCP Acts & Rules.
- 1.23 This tender is processed following the Central Vigilance Commission Guidelines, General Financial Rules, KTCP Act 1999 and KTCP Rules, as applicable.
- 1.24 Licenses: All licenses pertaining to be supplied for Court Hall AV/VC equipments should be in the name of the “The Registrar General, High Court of Karnataka, Bengaluru”.
- 1.25 As per Government Order No. FD 218Exp-12/2021, Bengaluru, dated: 01/09/2021 –
- a) In case the Startup is established within 3 years as on the last date for submission of tender and where the estimated value of the procurement is not exceeding Rs. 20.00.000 (Twenty Lakhs), Such startup is exempted from meeting the prequalification criteria of Prior Turnover and Prior Experience stipulated in the Tender Document. – Relevant document is to be enclosed separately for scrutiny.
- b) In case, the estimated value of the procurement exceeds Rs. 20,00,000 (Twenty Lakhs), it is required for startups to meet the Pre Qualification Criteria of Prior Turnover and Prior Experience up to 50% of the requirement in any one of the last two preceding financial years as prescribed in the standard tender documents and Government orders/Circulars etc., – Relevant document is to be enclosed separately for scrutiny.
- 1.26 Write up on solution required is more fully stated in Section XVI.

2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the High Court of Karnataka hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

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

- (a) Instruction to Tenderers (ITT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form and Price Schedules;
- (g) Earnest Money Deposit Form;
- (h) Contract Form;
- (i) Performance Security/Bank Guarantee Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form;
- (l) Bank Guarantee for Advance Payment Form; and
- (m) Capability Statement Form
- (n) Service Support Details Form

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

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing by email at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 7 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

4.2 Any communication or clarification shall be in writing and signed on letter head of OEM or with digitally signed document by email before pre-bid meeting and oral communication will not be entertained as stated in Invitation for Tenders.

4.3 Queries shall be typed in tabular format printed on letterhead and digitally signed with signature visible document only.

4.4 For the queries raised other than the above mode will not be considered and entertained. There will not be any response/reply for any such queries.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment/corrigendum.

- 5.2 All prospective tenderers who have participated in the tender will be notified of the amendment/corrigendum if any issued in eProcurement portal, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment/corrigendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

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

8. Tender Form

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

9. Tender Prices

- 9.1 The tender is of Two document Bid Proposal which consists of Technical and Commercial Bids – to be submitted separately by the bidder on or before the specified date and time, in e-Procurement Portal in relevant fields only. No manual submission or uploading of commercial bids in any other format is permissible. Manual submission/uploading commercials in any other format are liable for rejection.
- 9.2 **Technical Bid:** Technical Specifications - Compliance sheet is to be Filled/Enclosed in column-3 of Section-VI Technical Specification of Technical Compliance sheet. In the Bidder Compliance column-3 at all Section-VI Technical Specifications, the bidder shall specify the technical parameters in the excel sheet only. Words like “Comply”,

“Compliance”, “Yes” Or “No” shall not be used. In Support of technical parameters, the bidder shall upload a datasheet, technical brochure which shall be part of Section-VI and is required for needful scrutiny.

- 9.3 **Commercial Bid:** Bidder shall upload his offer per unit inclusive of taxes, GST, all taxes, freight & forwarding etc., in respective commercial column fields in e-procurement portal only, including for the said period of warranty. Bidder shall not upload a commercial document in any form other than entering the unit price offers in relevant fields of the e-Procurement portal.
- 9.4 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed to submit the tenders for schedules specified in the ‘Schedule of Requirements’ and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award
- 9.5 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a) On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
 - (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract including the price for comprehensive warranty of 05 years as indicated in GCC Clause 14.
- 9.6 The Tenderer’s separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.7 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

- 10.1 Prices shall be quoted in Indian Rupees.
- 10.2 Tax/Currency Rate Variation: High Court of Karnataka is not responsible for variation in tax structure or in foreign currency exchange rates, after submission of a bid.

11. Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted
- 11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:
- (a) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.(The item or items for which Manufacturer's Authorization is required should be specified)
 - (b) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

- 12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract..
- 12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of :
- (a) A detailed description of the essential technical and performance characteristics of the goods ;
 - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of five years, following commencement of the use of the goods by the Purchaser; and
 - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
 - (d) a confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for its successful operations; and
 - (e) a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or

license from the owner to offer them. Wilful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.

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

13. Earnest Money Deposit:

- 13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, The bidder shall pay Rs. 80,00,000/- (Eighty Lakhs) in one single transaction as the Earnest Money Deposit in the e-Procurement portal.
- 13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a) The tenderer's shall pay Earnest Money Deposit through online in eProcurement portal.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.7 The tender security may be forfeited:
- (a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
 - (b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the Contract in accordance with ITT Clause 30; or
 - (ii) To furnish performance Bank Guarantee in accordance with ITT Clause 31.

14. Period of Validity of Tenders

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

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

15. Format and Signing of Tender

15.1 The original proposal shall be uploaded in the e-procurement portal of the Government of Karnataka on or before the due date.

D.Submission of Tenders

16. Sealing and Marking of Tenders

16.1 The original proposal shall be uploaded in the e-procurement portal of the Government of Karnataka on or before the due date.

16.2 Bidder shall not upload commercial bids in any kind of documentary format (scanned images/ .pdf /.doc /.docx /.xls /.xlsx) other than uploading in prescribed field in e-procurement portal of this tender.

17. Deadline for Online Submission of Tenders

17.1 Tenders must be received by the Purchaser at the portal specified under ITT Clause 16.1 no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

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

18. Late Tenders

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

19. Modification and Withdrawal of Tenders

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

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

- 20.1 The Purchaser will open all tenders in the e-Procurement portal as specified under ITT Clause 16.1 of in the following e-Procurement portal: <https://kppp.karnataka.gov.in/#/portal/portal-home>

21. Clarification of Tenders

- 21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing mail and no change in prices or substance of the tender shall be sought, offered or permitted.
- 21.2 In case of any clarifications/queries on Technical Specifications, interpretation by the High Court of Karnataka is final. However, there will be pre-bid meeting with prospective OEMs, SIs/ Vendors, where in the said participants are at liberty to seek for any clarifications for emailed queries which has to precede the said pre-bid meeting. Such, communication or clarification shall be in writing and signed on letter head of OEM if in hard copy or with digitally signed document by email before Pre-bid meeting.

22. Preliminary Examination

- 22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.
- 22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

- 22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

- 23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to tender for all schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 23.2 The Purchaser's evaluation of a tender will exclude and not take into account:
- (a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
 - (b) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.
- 23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:
- (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - (b) Delivery schedule offered in the tender;
 - (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) The availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
- 23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

- (a) *Inland Transportation, Insurance and Incidentals:*
- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).
 - (ii) **Third-party audit:** A third-party audit typically means that an independent and impartial organization or individual, not affiliated with the vendor or bidder, will evaluate or assess the hardware ITs supplied and integration executed. This is done to ensure compliance with certain standards, specifications, or quality requirements, as well to test the compliance to the tender terms/Technical specifications.
 - (iii) **On his own cost:** This implies that the cost associated with the third-party audit will be borne by the successful bidder or vendor, rather than being paid for by the entity or organization that is procuring the hardware and final payment to the successful bidder will be made by deducting third-party audit cost.

The above costs will be added to the tender price.

- (b) *Delivery Schedule (modified):*
- (i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. No credit will be given to earlier deliveries and tenders offering delivery beyond stipulated delivery period will be treated as unresponsive.
 - (ii) **Material Delivery:** It is agreed upon that if the successful bidder fails to supply and install of Schedule of Requirements within 12 (Twelve) weeks from the date of award of contract, a penalty of 0.5% of the total cost of the Schedule of Requirements per each week will be charged until the delivery & installation is complete.
 - (iii) **Service Delivery:** All the service call logs is to be registered on <https://causelist.kar.nic.in/ccms> e-Portal complaints management system of High Court of Karnataka on daily basis. Penalty for delay in attending the service calls on Schedule of Requirements in time, will be levied at a rate of Rs.50/- (Fifty Rupees only) per each of the Schedule of Requirements for each day.

- (c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 8 percent per annum.

- (d) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

24. Contacting the Purchaser

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing by email.
- 24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post-qualification

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

26. Award Criteria (modified)

- 26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 26.2 The Technical bid will be opened as per schedules in the e-Procurement portal. Further commercial bids of technically qualified bidders will be opened in e-portal as per the schedule in the eProcurement portal.
- 26.3 The successful bidder will be determined on the lowest quote determined to be substantially responsive, competitive with reasonableness and the Best Value Bid.

27. Purchaser's right to vary Quantities at Time of Award

- 27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 27.2 **Variation in Quantity:** The quantity of items to be procured is indicative. It may vary to lesser or greater margins if sufficient funds are lacking. If an additional requirement arises, the bidder is required to supply at the agreed rates and as per terms during the period of two years from the date of agreement for the implementation of the Project.

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

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

28.2 **HIGH COURT OF KARNATAKA** is not liable or responsible for any error/problem that may be faced while uploading bid in e-procurement portal, online failure, or any other reasons.

28.3 **HIGH COURT OF KARNATAKA** reserves the right to cancel the tender for any reason.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing/publishing that its tender has been accepted.

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

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer by way of publishing in the eProcurement portal and will discharge its earnest money deposit, pursuant to ITT Clause 13.

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

30. Signing of Contract

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

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

30.3 Successful Bidder has to execute the agreement within 15 days from the date of issuance of purchase order on behalf of the firm approved by the High Court of Karnataka. Draft Service Level Agreement (SLA) is at Contract Form (Service Level Agreement -SLA). (Subject to final approval by the High Court of Karnataka) within 21 days from the date of issuance of the purchase order.

31. Performance Security/Bank Guarantee

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security/Bank Guarantee in accordance with the Conditions of Contract, in the Performance Security Form (PBG) provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government

- (a) defines, for the purposes of this provision, the terms set forth as follows :
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.
- (d) The bidder should not have been blacklisted: by the Central Government/Government of Karnataka/any Other State Government/UT or its agencies for any reasons including corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of the purchase order.
- (e) Pending Judicial Case: Neither the bidder nor the OEM should have any pending case with Central/State/UT pertaining to fraud/any corrupt practices in India or for violation of code of integrity.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the

Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

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

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the High Court of Karnataka and Government

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be

necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the Purchaser's prior written/email consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security/Bank Guarantee to the Purchaser for an amount of 5% of the Contract Value excluding annual Maintenance Cost, valid upto 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 60 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A Bank guarantee issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - (c) Specified small savings instruments pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract and following receipt of a performance guarantee for 2.5% of the contract value excluding annual maintenance costs towards guarantee for the annual maintenance as stated in Clause of SCC (**deleted**).
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid

for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

- 6.6 Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

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

7.6 Manuals and Drawings

- 7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

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

- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

- 7.7 For the System & Other Software the following will apply :

The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any

levies/penalties on account of any default in this regard.

7.8 Acceptance Certificates:

7.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

7.8.2 The training as per Clause 24 of Special Conditions of Contract shall be conducted on the dates mutually agreed upon and within two months from the date of acceptance of supply.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination

in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This onsite comprehensive warranty shall remain valid for 60 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 60 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC4; OR
 - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 60 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 3 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 14.6 The Supplier shall guarantee a 90% uptime of computer systems/peripherals
- 14.7 If any IT hardware (s) gives continuous trouble, say six times in a month during the Warranty period, the Supplier shall replace the system(s) with new system(s) without any additional cost to the Purchaser.
- 14.8 Maintenance Service:

- (i) Free maintenance services shall be provided by the Supplier during the period of warranty.
- i i) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.
- i i i) It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate Repair/replacement will be liable for a penalty of Rs. 100 per day per item. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. During annual maintenance contract period, the penalty of Rs. 100 per item per day will be recovered from the amount of annual maintenance charges.
- (i v) The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 15.4 Payment shall be made in Indian Rupees.

16. Prices

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

17. Change Orders

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts shall be only for bought out items and sub-assemblies.

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

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods

or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing

of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and formaterials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

27.3 Notwithstanding any reference to arbitration herein,

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

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. Definitions (GCC Clause 1)

- (a) The Purchaser is the High Court of Karnataka
- (b) The Supplier is the successful Bidder

2. Inspection and Tests (GCC Clause 7)

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

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the performance of the equipment after completion of the installation and commissioning at the site of the installation with third-party auditor. For site preparation, as stated in Clause 21 of S.C.C. the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in Section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- (ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 90%⁵ for the duration of test period shall be considered as satisfactory.
- (iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

3. Delivery and Documents (GCC Clause 9)

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

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

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

4. Incidental Services (GCC Clause 12)

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

- a. Performance of the on-site assembly, commissioning and start-up of the equipment.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- c. Training of the Purchaser's personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software, as specified in the Clause 16 of S.C.C.
- d. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- e. Maintenance and/or repairs of the supplied goods for a period of three years after the end of the warranty period. The bidder should indicate the spares and their costs, if any, which are not included in the maintenance contracts.
- f. Third-party audit cost: This implies that the cost associated with the third-party audit will be borne by the successful bidder or vendor as a incidental services, rather than being paid for by the entity or organization that is procuring the hardware and final payment to the successful bidder.

5. Payment (GCC Clause 15) (Modified)

- (i) Payment shall be processed in full on receipt of the Supply, installation, Configure, Commissioning, Third Party Audit and working satisfactory reports and on furnishing Performance Bank Guaranty as per tender document. However, purchaser reserves its discretion to make advance payment to the considerable extent

depending upon the quantum of work turnout on implementation of the project and recording of work satisfaction by the said purchaser, subject to availability of funds.

- (ii) High Court of Karnataka is entitled to make recoveries of GST, TDS and penalties as per clause 10(b), excess payment and applicable taxes from bidder's invoice if lawfully needed.
- (iii) High Court of Karnataka is not liable to pay additional taxes in the event of a change in the Tax structure. In the event of raise in Tax structure, the bidder shall absolve all the applicable taxes.
- (iv) The bidder shall submit the project completion certificate court complex wise in the proper manner required by this office. Incomplete submission of the completion certificate will delay the payment.

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) Arbitration and Jurisdiction: Any dispute among the parties arising out of this contract or otherwise shall be settled by arbitration in accordance with the Arbitration Centre – Karnataka, (Domestic & International) rules and has been established under aegis of High Court of Karnataka at 3rd Floor, 'Khanija Bhavan' (East Wing), Race Course Road, Bengaluru, vide G.O. No. LAW 273 LAC 2012 dated 06.12.2012. Judgment upon the award rendered by the Arbitrator may be entered in any court having venue and jurisdiction at Bengaluru. This Agreement is to be construed in accordance with the laws of the State of Karnataka.

7. Notices (Clause 31)

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

Purchaser: **HIGH COURT OF KARNATAKA**
Opp. Vidhana Soudha,
Dr. B. R. Ambedkar Road,
Bengaluru – 560 001.

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

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8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing/email, to the Purchaser as under:

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

- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
- (In case of stage-wise inspection, details required may also be specified).

9. Right to use defective equipment:

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

10. Supplier Integrity:

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

11. Supplier's Obligations:

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

12. Patent Rights:

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

13. Site Preparation and Installation :

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the

Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

14. Hardware Installation:

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

15. Hardware Maintenance:

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

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

The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

16. Training:

For each hardware and software component installed, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.

17. Technical Documentation:

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

18. Eligible Tenderers (ITT Clause 1):

18.1 The High Court of Karnataka intends to float RFP for Procurement of integrated Hardware (AV Systems) to run VC Platform in Hybrid mode, recordings of Court Hall proceedings for Live streaming of Court Hall Proceedings, as well as for implementation of Paper less work flow in the High Court of Karnataka and District & Taluka Courts in the State Judiciary. Approximate Courts – 35 Court Halls of the High Court of Karnataka, Bengaluru and 354 Court Halls in the District Judiciary. The count of Court Halls may vary plus or minus while finalizing the Bid subject to availability of funds.

18.2 The scope of the project includes Design, Supply, Install, Testing and Commissioning and complete integration of requisite Hardware & Software for Voice tracking Cameras, Mikes for VC based Court Proceedings, so as to have interface for Video Conference and Live streaming as well for paperless work flow. Provide audio and visual systems to enhance the

Hybrid Court room workflow, effective collaboration, information sharing, Video Conferencing, sound reinforcement in local & **remote and Video/Audio Distribution system.**

18.3 The participants of POC (Ref: EOI No. HCC SCC-35/2011 dated:15/07/2022) and those who have physically conducted POC in the Court Hall of the High Court of Karnataka alone are eligible to participate in this tender, namely in conformity with clause no. 16 and 17 of scope of the project under the said EOI document. There are Seven vendors have given POC demonstration for "Integrated Hardware (AV/VC Systems) to run VC Platform in Hybrid Mode and for Live streaming of Court Proceedings as well as for implementation of Paper less work flow" in the Court Hall of High Court of Karnataka, Bengaluru are as follows:

Sl.No.	Vendor Name
1	M/s Rahi Systems Pvt Ltd.
2	M/s Connectivity IT Solutions Pvt. Ltd.
3	M/s Telecommunications Consultants India Ltd.
4	M/s Office Art
5	M/s Cyfuture India Pvt. Ltd.
6	M/s Railtel of India Ltd.
7	M/s Broadcast Engg Consultants India Pvt. Ltd.

18.4 All the types of equipment should be latest and of the prevailing/current standard production of the manufacturer at the time of the proposal. The proposed equipment shall not be likely to be declared as end-of-life/sale within five years from the date of supply.

18.5 The scope includes all necessary software, software drivers with perpetual license/s that is needed to the system for its completeness and functional working of the system at each of the location

18.6 All the equipment supplied should withstand the indoor & outdoor rugged and other environmental conditions and conform to global ISO standards, requisite statutory compliance and Equipment certifications as specified, as well prevailing compliances etc.,

18.7 The Vendors/OEMs/System Integrators shall be ensured of cabling work if any to be done in the Court Halls and premises for connectivity amongst the hardware to be installed for complete integration of the system. Vendor to note the required number of system including all necessary cabling, wiring, electrical job work, Power points, power plugs, and other related accessories including network and power supply to the proposed equipment.

18.8 The Vendors/OEMs/System Integrators should provide the necessary documentation including the design, technical configurations, and complete breakup of costs of the system.

18.9 It is a project for the entire Court Hall at each location situated in various complexes. The indicative locations of deployment of VC/AV equipment systems are as per distribution matrix which will be provided to the successful bidder along with work order..

18.10 The Vendors/OEMs/System Integrators shall be fully responsible for the implementation of the Project in totality and should include the items and their prices in the Schedule of requirements

to complete the project on a turnkey basis. Any claim whatsoever in this regard will not be entertained later.

18.11 The Vendor/Original Equipment Manufacturers (OEM)/System Integrators, whose products meet the requirements, if necessary, will be invited via e-mail/telephone for a detailed presentation at the High Court of Karnataka for better understanding of the proposal.

18.12 The Hon'ble Computers and Technology Committee and Technical Experts of the High Court of Karnataka will examine the proposed solutions and suitability of various products as per the requirements for the evaluation of proposed solutions by the said committee and is finalizing the tender on **QCBS** basis.

18.13 The AV/VC solution shall provide seamless integration, scalability and interoperability with the system for Court Hall proceedings recording (with the provision for on premises storage of the same) and for live streaming of court hall proceedings.

18.14 The proposed System should facilitate viewing of live and recorded videos and control of all cameras by the authorized users. The system should provide inter-operability of hardware, Operating System, software, networking, printing, database connectivity, reporting, and communication protocols.

18.15 The scope of installation, commissioning & system integration shall mean to install, configure, and by adhering to essential security measures.

18.16 All patches and updates shall be provided by the Vendors/OEMs/System Integrators, from time to time to keep the system updated with assured efficiency.

18.17 The Supplier shall have to undertake the power/data cabling as per the requirement at the respective location.

18.18 After the completion of the project on the site, the actual payment of power cabling and data cabling or any other equipment which is site specific, will be based on the actual quantity utilized by way of a joint survey report of an authorized technical person from the Court and company representative, duly counter signed by the senior-most Judicial Officer of the respective site/court complex.

18.17 At 150 Court Halls, we have already 1) A&T Cameras - A & T , 2) Mic-cum-Speaker - A&T UBT-800 and 50" Samsung Commercial Display in place and in those respective locations the same is to be integrated by utilizing this existing items for the project and by supplementing additional hardware required as per the current RFP so as to get complete integration. Accordingly, the line of items like Camera, Display cost is to be excluded (namely to the extent proposed items was not used) from the billing /invoice from that respective Court Locations.

18.19 Period of Rate Contract: This rate contract shall be valid for a period of 24 (Twenty-Four) months from the date of entering into the agreement for additional procurement. High Court of Karnataka reserves the right to place orders for additional quantities as and when required during this period in conformity with regulations enshrined in KTCP Acts & Rules.

18.20 This tender is processed following the Central Vigilance Commission Guidelines, General Financial Rules, KTCP Act 1999 and KTCP Rules, as applicable.

18.20 Licenses: All licenses pertaining to be supplied for Court Hall AV/VC equipments should be in the name of the “The Registrar General, High Court of Karnataka, Bengaluru”.

18. 21 As per Government Order No. FD 218Exp-12/2021, Bengaluru, dated: 01/09/2021 –

a) In case the Startup is established within 3 years as on the last date for submission of tender and where the estimated value of the procurement is not exceeding Rs. 20.00.000 (Twenty Lakhs), Such startup is exempted from meeting the prequalification criteria of Prior Turnover and Prior Experience stipulated in the Tender Document. – Relevant document is to be enclosed separately for scrutiny.

b) In case, the estimated value of the procurement exceeds Rs. 20,00,000 (Twenty Lakhs), it is required for startups to meet the Pre Qualification Criteria of Prior Turnover and Prior Experience up to 50% of the requirement in any one of the last two preceding financial years as prescribed in the standard tender documents and Government orders/Circulars etc., – Relevant document is to be enclosed separately for scrutiny.

18.22 Write up on solution required is more fully stated in Section XVI.

SECTION V: SCHEDULE OF REQUIREMENTS PER COURT ROOM

(Modified as per the requirement)

Sl.No.	Line of Items	Qty./Per Mtr.	Delivery Schedule
1	50" Commercial Display with Floor Mount kit & Swivel Mount kit	2	Shall be supplied by the successful bidder within (12) Twelve weeks from the date of issue of a purchase order.
2	23" Interactive Touch System	1	-do-
3	Small form Factor PC for Soft VC Calling and AV System Controlling	1	-do-
4	Camera with Mounting Accessories	5	-do-
5	DSP Controller/Codec	1	-do-
6	Gooseneck Mics	5	-do-
7	Speaker with Amplifier & Wall mount Kit	2	-do-
8	24-Port Gigabit PoE Network Switch	1	-do-
9	1-In, 4-Out HDMI Splitter	1	-do-
10	HDMI Receiver	4	-do-
11	HDMI Transmitter	4	-do-
12	2 Channel HD Recorder and Streaming Media Processor	1	-do-
13	Hybrid NAS Array Box with 180 days Storage retention policy	1	-do-
14	Document Camera/Visualizer	1	-do-
15	12U Floor Mount Equipment Rack	1	-do-
16	CAT6A Cable (End-to-End Integration)	1	-do-
17	USB Cable	1	-do-
18	Audio Cable	1	-do-
19	HDMI Cable	1	-do-
20	Patch Cords	1	-do-
21	Connector	1	-do-
22	Connector Gender Changer	1	-do-
23	Power Cable (3 core 2.5sqmm) (End-to-End Integration)	1	-do-
24	Any other Equipment/Accessories required for Solution Design	Consumables (As per Site Requirement)	-do-

Part - II (Incidental Services) *

* As per Clause 4 of SCC

SECTION VI - TECHNICAL SPECIFICATIONS

Annexure-1: Technical Specification of 50" Commercial Display with Floor Mount kit & Swivel Mount kit			
Sl. No.	Parameters	Specification	Bidders Compliance with Technical Brochure
50" Commercial Display			
1	Panel Technology	IPS/VA	
2	Screen Size (Inches)	50" or better	
3	Resolution (Pixels)	3840 x 2160 (UHD)	
4	Contrast Ratio	4000:1	
5	Typical Brightness	400 or better	
6	Dynamic Contrast Ratio	1000000:1 or Mega	
7	Operation Hour	16/7 hr or Higher	
8	Video	HDR10/HDR or better	
9	Inbuilt Speakers ,Wattage	10W x 2 or better	
10	Number of HDMI Ports	Min. 2 or more Ports	
11	Number of USB Ports	1 or More	
12	Number of Ethernet Ports	1	
13	Built-in Wi-Fi	Yes	
14	Audio	Digital Audio Output(Optical), External Speaker Out	
15	External Control	RS232C,RJ45 (LAN) In	
16	BIS	Required	
17	Safety	BIS Mandatory, CB ,CU/UL optional	
18	EMC	CE	
Floor Mount Stand for 50" Display - 1 No			
19	Product Category	Movable Trolley	
20	Supported screen sizes	32"-70"	
21	Vesa Compatible	100x100,200x100,200x200,300x300,400x400 ,600x400mm	
22	TV Weight Capacity	35Kg	
23	Material	Steel,Plastic,MDF & Melamine	
24	Metal Sheet Thickness	Min THK=2mm cold-rolled sheet	
25	Color	Black	
26	Surface Finish	Powder Coating	
Swivel Mount kit for 50" Display - 1 No			
27	Product Category	Full Motion TV wall mount	
28	Supported screen sizes	32"-70"	

29	Vesa Compatible	100x100,100x150,150x100,100x200,200x100,150x150,200x200,300x200,400x200,300x300,400x300,400x400mm	
30	TV Weight Capacity	40Kg (88lbs)	
31	Material	Steel,Plastic	
32	Metal Sheet Thickness	Bracket Arm min THK=1.2mm cold-rolled sheet	
33	Color	Black	
34	Swivel Range	+90°~-90°	
35	Surface Finish	Powder Coating	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-2: Technical Specification of 23" Interactive Touch System			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
23" Interactive Touch			
1	Diagonal Size	Minimum 23" Diagonal	
2	Resolution	FHD resolution 1020 X 1080	
3	Stylus	Battery free Stylus with back side eraser and two side switches	
4	Tilt Range	11° - 73° adjustable tilt stand for ergonomic writing position	
5	Connections	HDMI, USB, VGA connection cables with Encryption AES256/RSA2048, DVI video input and output for connecting Desktop and Large display	
6	Brightness	Brightness 210 cd/m ²	
7	touchpoints	10 point Multi touch for gesture support	
Small Factor PC for Interactive Touch System			
8	Category	Business Segment	
9	Form Factor	Small Form Factor / MT with 15 liters or below	
10	Make, Model/Part No.	To be given by the bidder	
12	Processor Family	12th Gen or Higher, Intel Core i5 or AMD Ryzen 5 or Equivalent or Higher Processor with compatible Motherboard & Chipset	
13	Base Frequency	2.5 Ghz or Higher	
14	Processor Cache	16MB Cache or higher - As per processor	
15	TDP (Thermal Design Power)	Not more than 65W	
17	System Memory (RAM)	1 x 16 GB / 3200Mhz DDR4 RAM or higher with one unused slot expandable up to 32 GB	
18	Expandable Memory	Upto 64 GB, at least 2 DIMM Slots	
19	Hard Disk	Integrated Dual Port SATA III Controller or higher, HDD 1TB (7200 RPM or more)	
21	Preloaded Operating System	Windows 11 Pro with all required drivers and plug-in	
22	Support for	Digital Signature Token - Moser Bear, bit 4id, Starkey, bit4id etc.,	
23	Operating System Certificate	Windows 11 Pro 64 bit Certification and Ubuntu 16.04 or Later Linux LTS certification Support	
24	System Architecture	64 Bit	
25	Graphic Processor	Intel® UHD Graphics 630 or AMD Radeon graphics or higher	
26	Pointer Device & Keyboard	OEM USB Optical Scrolling Mouse, OEM USB Standard 104 Keys Keyboard	

27	Speakers	Stereo Sound Speakers (Built-in with CPU Cabinet or Monitor at least 1W)	
28	Ethernet	Integrated Gigabit Ethernet Controller with IPv6 Complaint	
29	Wireless	IEEE 802.11 b/g/n/ac	
30	USB Port	Minimum 8 USB ports with minimum 2 USB 3.2 Gen 1 or higher	
31	Other Ports	Combo Audio Jack for headphone and Mic, 1xRJ45, 1xDP/VGA and 1xHDMI	
32	Power Supply / Adaptor	180 Watts/ 300 Watts with 90% Energy efficiency or higher, Optimum Wattage SMPS to support full use of system with all USB ports utilized	
33	Energy Certification	Energy Star EPEAT India Registered, RoHS, FCC	
34	Power Management	ACPI Compliant	
35	USB Ports Security	USB Port Disable through BIOS is Required	
37	OEM Product	Original Equipment Manufacturer (OEM) or authorised Distributor/dealers with OEM	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-3: Technical Specification of Small form Factor PC for Soft VC Calling and AV System Controlling

Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Category	Business Segment	
2	Form Factor	Small Form Factor / MT with 15 litres or below	
3	Make, Model/Part No.	To be given by the bidder	
4	Processor Family	12th Gen or Higher, Intel Core i5 or AMD Ryzen 5 or Equivalent or Higher Processor with compatible Motherboard & Chipset	
5	Base Frequency	2.5 Ghz or Higher	
6	Processor Cache	16MB Cache or higher - As per processor	
7	TDP (Thermal Design Power)	Not more than 65W	
8	System Memory (RAM)	1 x 16 GB / 3200Mhz DDR4 RAM or higher with one unused slot expandable up to 32 GB	
9	Expandable Memory	Upto 64 GB, at least 2 DIMM Slots	
10	Hard Disk	Integrated Dual Port SATA III Controller or higher, HDD 1TB (7200 RPM or more)	
11	Support for	Digital Signature Token - Moser Bear, bit 4id, Starkey, bit4id etc.,	
12	Preloaded Operating System	Windows 11 Pro with all required drivers and plug-in	
13	Operating System Certificate	Windows 11 Pro 64 bit Certification	
14	System Architecture	64 Bit	
15	Screen Size & Resolution	21.5 inch TFT LED Monitor (HD Resolution) or Higher with TC08 certification	
16	Screen Type	HD Wide Screen Backlit LED Anti-Glare Display	
17	Graphic Processor	Intel® UHD Graphics 630 or AMD Radeon graphics or higher	
18	Monitor Mounting support	Vesa Screws Cover for Wall Mount (optional)	
19	Pointer Device & Keyboard	OEM USB Optical Scrolling Mouse, OEM USB Standard 104 Keys Keyboard	
20	Speakers	Stereo Sound Speakers (Built-in with CPU Cabinet or Monitor at least 2W)	
21	Ethernet	Integrated Gigabit Ethernet Controller with IPv6 Complaint	
22	Wireless	IEEE 802.11 b/g/n/ac	
23	USB Port	Minimum 8 USB ports with minimum 2 USB 3.2 Gen 2	
24	Other Ports	Combo Audio Jack for headphone and Mic, 1xRJ45, 1xDP/VGA and 1xHDMI	

25	Power Supply / Adaptor	180 Watts/ 300 Watts with 90% Energy efficiency or higher, Optimum Wattage SMPS to support full use of system with all USB ports utilized	
26	Energy Certification	Energy Star EPEAT India Registered, RoHS, FCC	
27	Power Management	ACPI Compliant	
28	USB Ports Security	USB Port Disable through BIOS is Required	
29	Hardware Drivers	Vendor to provide drivers for Windows 11 and Ubuntu - Linux 16.04 LTS or Later (Drivers shall be compatible to Operate the system with O.S. to be provided by the High Court.	
30	OEM Product	Original Equipment Manufacturer (OEM) or authorised Distributor/dealers with OEM	
NOTE :	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-4: Technical Specification of Camera with Mounting Accessories			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Camera Type	Full HD or better Camera	
2	Horizontal field of view	105° or better	
3	Minimum Zoom	8x or better	
4	Signal-to-noise ratio	≥ 55 dB,	
5	Resolution	up to 1080p 60,	
6	Aspect ratio	16:9 or better	
7	Power	PoE and DC power input	
8	Network interface	1000BaseT (IEEE 802.3ab) Ethernet interface	
9	IP Port	IP video stream from the camera directly to the bridging endpoint	
10	Streaming	Supports IP video stream from the camera directly to the bridging endpoint (USB-B/C)	
11	Mounting Type	Table Mounting	
12	Gauge	1.5~2mm thickness	
13	Height Adjustable Range	1feet to 2feet	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-5: Technical Specification of DSP Controller

Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Mic/Line Inputs / Outputs.	Minimum 7 Mic/Line Inputs and 1 Line Outputs or More	
2	AEC Channels	minimum 8 assignable & routable with minimum tail length of 400ms.	
3	GPIO Ports	Minimum 8 Inputs and 8 Outputs or more	
4	Dante Channels	Minimum 8x8 Dante channels and support for up to 64x64 Network audio channels via Dante or AES67	
5	SIP Configuration	SIP Softphone integration for Audio conferencing and 8x8 USB Audio channels via USB-B/C ports supporting AV USB Bridging for software or web based conferencing applications	
6	Conversion Rate	The processor shall also have minimum 24 bit-A/D-D/A converters, 48 kHz Sample rate	
7	Frequency Response	Input frequency response of 20 Hz to 20 kHz @ +24dBu	
8	Dynamic Range	Input dynamic range > 109.5 dB at @ +24 dBu sensitivity.	
9	Control port	RS232 / LAN	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-6: Technical Specification of Gooseneck Mics			
Sl.No	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Type	18 inch gooseneck with base included minimum 3 m cable, should have logic functions and programmable switch, LED indicator.	
2	Polar Pattern	Cardioid	
3	Maximum SPL	124 dB or Better	
4	Frequency Range	50 Hz – 17 kHz or Better	
5	Dynamic Range	96 dB or Better	
6	Sensitivity	–35 dBV/Pa or Better	
7	Equivalent Output Noise	28 dB SPL or Better	
8	Signal-to-Noise Ratio	66 dB or Better	
9	Output Impedance	150 Ω or Better	
10	output connector	XLR	
11	Preamplifier Output Clipping Level	–6 dBV or 0.5 V	
12	Mute Switch Attenuation	–50 dB minimum or Better	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-7: Technical Specification of Speaker with Amplifier & Wallmount Kit			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Type	Active speaker with amplifier	
2	LF Transducer:	Diameter: 8" cone or better	
3	HF Transducer:	1.4" or better	
4	Frequency Range (-10 dB):	52 Hz - 20 kHz	
5	Maximum Peak SPL	128 dB SPL	
6	Nominal Coverage Angle:	H90° x V60° (Rotatable)	
7	Pre-Amp Out	Min 1	
8	Advanced DSP Filter	Inbuilt	
9	Indicators	Power, Input Signal, Limiter	
10	Mounting Type	Wallmounting Kit to be provided for Speaker	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-8: Technical Specification of 24-Port Gigabit PoE Network Switch			
Sl.No	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Physical Specifications	24 # 10/100/1000 Base-T auto-sensing PoE+ ports	
2		2 dedicated 100/1000 Base-X Fiber SFP ports	
3	Performance Specification	Bandwidth: 52 Gbps non-blocking	
		Mean Time Between Failures (MTBF): 1,051,375 hours	
		Heat Dissipation (worst case, all ports used, full PoE, line-rate traffic) (BTU/hr): 780.20 BTU/hr	
		Weighted Round Robin (WRR) and Strict Priority	
		MAC Address database size: 8,000 media access control (MAC) addresses	
		VLAN: 256	
		128 Multicast groups	
		Number of DHCP snooping bindings: 256	
		Access Control Lists (ACLs): 100 shared for MAC, IP and UDP/TCP ACLs (ingress)	
		Packet forwarding rate (64 byte packet size) (Mpps) : 38.68	
		Jumbo frame support: Up to 9K packet size	
		Packet buffer memory (Dynamically shared across only used ports): 0.5 MB	
		1G Copper Latency(64-byte; 1518-byte; 9216-byte frames): 3.749µs ; 4.675µs ; 3.762µs	
		Max power (worst case, all ports used, full PoE, line-rate traffic) (Watts): 228.53 W	
PoE budget: 190W			
Minimum 500 Mhz MIPS-4KEc CPU, 128MB RAM, 32MB SPI FLASH or higher			
4	IEEE Network Protocols	IEEE 802.1Q VLAN Tagging	
		IEEE 802.3at PoE+	
		IEEE 802.3az Energy Efficient Ethernet (EEE)	
		IEEE 802.3ad Trunking (LACP)	
		IEEE 802.1s Multiple Spanning Tree (MSTP), RSTP	
		IEEE 802.1X Radius network access control	
5	Network Security and Traffic	Guest VLAN	
		Mult-site, multi-network should be manageable under single console	
		RADIUS accounting	
		Network Storm Protection	
		DoS attacks prevention	
		Broadcast, Unicast, Multicast Protection	

		Access Control Lists (ACLs) L2 / L3 / L4	
		IP-based ACLs (IPv4 and IPv6)	
		MAC-based ACL	
		TCP/UDP-based ACL	
		Centralized network configuration (policies)	
		MAC lockdown by the number of MACs	
		IEEE 802.1x Radius Port Access Authentication	
		Control MAC # Dynamic learned entries: 600	
		Control MAC # Static entries :20	
6	L2 Services	IEEE 802.1Q VLAN Tagging	
		IEEE 802.3ad - LAGs - LACP (8 LAGS with max. of 8 members in each LAG))	
		Broadcast Storm Control	
		IGMP Snooping (v1, v2 and v3)	
		IGMP Snooping queriers	
7	Quality of Service (QoS)	Port-based rate limiting	
		Port-based QoS	
		DiffServ QoS	
		IEEE 802.1p COS	
		IPv4 DSCP	
		Diff Serv QoS	
		IPv4 ToS	
8	Management	Password management	
		Configurable Management VLAN	
		Admin access control via Radius and TACACS+	
		Web-based graphical user interface (GUI)	
		Smart Control Center (SCC) for multiswitch management	
		Remote cloud based management.	
		IPv6 management	
		Configurable in-app and email alerts and notifications	
		Dual Configuration file	
		SSL/HTTPS and TLS v1.0 for web-based access	
		TFTP/HTTP File transfers (uploads, downloads)	
		HTTP Download (firmware)	
		Syslog (RFC 3164)	
9	LEDs	Per port: Speed, Link, Activity	
		Per device: Power, Fan and PoE Power Status	
10	Certifications	CE mark, commercial	
		UL listed (UL 1950)/cUL IEC 950/EN 60950	
		47 CFR FCC Part 15, SubpartB, Class A	
		ICES-003: 2016 Issue 6, Class A	
		ANSI C63.4:2014	
		IEC 60950-1:2005 (ed.2)+A1:2009+A2:2013	

		AN/NZS CISPR 22:2009+A1:2010 CLASS A	
11	Safety	AN/NZS 60950.1:2015	
		IEC 60950-1:2005 (ed.2)+A1:2009+A2:2013	
		EN 60950-1: 2006 + A11:2009 + A1:2010 + A12:2011 + A2:2013	
		CSA certified (CSA 22.2 #950)	
		CCC (China Compulsory Certificate)	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-9: Technical Specification of 1-In, 4-Out HDMI Splitter			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Inputs	1 x HDMI	
2	Outputs	4 x HDMI	
3	Ports	HDMI	
4	Max Data Rate	18bps	
5	Minimum Resolution	1080P	
6	HDMI Support	PCM 2.0/5.1/7.1, Dolby TrueHD, Dolby Atmos, DTS-HD Master Audio and DTS:X audio formats	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-10: Technical Specification of HDMI Receiver			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Inputs	1 x RJ45	
2	Outputs	1 x HDMI	
3	Ports	IR , RJ45, HDMI.	
4	Bandwidth	10.2 Gbps	
5	Minimum Resolution	1080p	
6	Extension Line	HDMI 2.0 signals up to 4K@60Hz / 4:4:4 up to 70m (4K 40m / 1080P 70m)	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-11: Technical Specification of HDMI Transmitter			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Inputs	1 x HDMI	
2	Outputs	1 x RJ45	
3	Ports	IR , RJ45, HDMI.	
4	Bandwidth	10.2 Gbps	
5	Minimum Resolution	1080p	
6	Extension Line	HDMI 2.0 signals up to 4K@60Hz / 4:4:4 up to 70m (4K 40m / 1080P 70m)	
Note: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.			

Annexure-12: Technical Specification of 2-CH HD Recorder and Streaming Media Processor			
Sl.No	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Signal type	HDMI, 3G-SDI, IP & USB 3.0 Video Inputs with 1x Line In and 1x XLR Input	
2	Connection	2x HDMI Outputs	
3	Resolution Range	720p~2160p 60fps	
4	Video Compression	H.264 / AVC	
5	Bitrate	200 kbps to 10 Mbps or better	
6	Frame Rate	30 / 60 fps	
7	Internal Storage	Minimum 2TB	
8	External Storage	4* USB 3.0 Port	
9	File Back up type	FTP / SFTP / NAS(CIFS/SMB, NFS) / WebDAV / Copy to USB Flash Drive with scheduling feature	
10	Control	RS232	
11	Streams Supported	minimum 2 unicast streams	
12	Certification	CE, FCC & RoHS	
13	Date & Time Stamp	Yes	
14	Monitoring feature	The device should also be capable to be centrally controlled via software/IP for real time monitoring	
Note: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.			

Annexure-13: Technical Specification of Hybrid NAS Array Box with 180 days Storage retention policy			
Sl.No	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Operating System	The proposed array should have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Proposed storage array should have purpose built OS and should not be on any general OS.	
2	File Storage System	The proposed array should be a storage supporting block and file services natively. It should be possible to configure the entire capacity in any combination of block and file.	
3	Cache	Proposed storage shall have minimum 128 GB DRAM cache. Memory should be supplied across redundant controllers. To maintain performance in the event of a controller failure, the system shall keep write cache enabled. Additionally, storage system should have capability to support SSD Cache.	
4	Front-end Ports:	The proposed storage array should configured with 8 x 16Gbps FC ports and 4 x 10 GbE or higher speed ports to provide scalable and dedicated connectivity to hosts and for remote replication. All 10 GbE ports should be capable to deliver iSCSI, NFS, CIFS/SMB, sFTP etc. In case iSCSI and NAS protocols are served from different ports then 4x iSCSI and 4xNAS ports should be proposed.	
5	Backend Connectivity	Offered Storage Should be configured with at-least 4 numbers of 12Gbps SAS backend ports across Dual controllers.	
6	Raid Level Support	The proposed array shall support raid level of 5, 6 and 1/0	
7	Capacity Requirement	The storage array must be proposed and configured usable capacity as mentioned in capacity requirement table. Entire asked capacity should be supplied as part of a pool with NL-SAS. Entire offered capacity should be evenly distributed across all offered controllers.	
8	Scalability	Offered Storage array shall support at-least 500 number of drives (min. 250 SSD disks and rest as SAS/NL-SAS disks) in same offered configuration of storage without any controller upgradation. Required hardware and software feature licenses to meet scalable capacity for all protocols should be offered on day one.	

9	Standard Protocols	<p>Must support industry standard Protocols like NFS, CIFS (SMB), FTP, FC and iSCSI and also support vVOLs.</p> <p>Proposed storage solution should support Vmware VAAI, SRM, VASA, VVOLs and Vmware cloud foundation for multi-cloud data mobility</p>	
10	Tiers of Disk Media	<p>The proposed array should support mixing of different tiers of disk media like SSD, SAS and NL-SAS in single storage pool for both block and file.</p> <p>The proposed storage system must support Storage Analytics, Snapshots for block and file, Remote Replication (sync & async) for block and file & Data-at-Rest-Encryption features. Licenses for these features should be factored from day1.</p> <p>The proposed array should support enterprise class data services including - Thin Provisioning, Inline Compression & Deduplication for hybrid and all flash pools.</p>	
11	Data Protection	<p>The proposed array must support storage controller based Data at Rest Encryption solution or SED based encryption to encrypt data on all drives. Solution should be supplied with embedded key management solution or external key management solution.</p> <p>Proposed storage solution should support snapshot creation using ROW (Redirect on write) algorithm. Storage arrays should have ability to use snapshot as writable volume. Proposed system should support snapshot scheduler. Proposed storage should allow snapshot replication with different retention for source and destination.</p>	
12	Scalable File System	<p>The proposed array must support traditional (user data) and transactional (VMware, Oracle) NAS use cases. Proposed storage solution must support creating multiple NAS servers for tenant isolation with each file system scalable upto 256TB.</p>	
13	WORM Support	<p>Storage shall have capability for protecting files from modification or deletion until a specified retention date to allows customers to create a permanent, unalterable set of files and directories and ensure the integrity of data. WORM capability should comply to SEC 17a-4(f) standards.</p>	
14	Storage Replication	<p>The Storage System shall support Synchronous & Asynchronous Replication for both Block and File Protocols.</p>	

15	Storage Management Software	The proposed array should be supplied with native Storage management software with web based GUI capable of generating customized reports, real time monitoring, historical performance data for analysis and trending, capacity utilization monitoring. Proposed solution should also have cloud based monitoring and management tool with support for 2 years of historical reporting.	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-14: Technical Specification of Document Camera/Visualizer			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Resolution	2K / 1080p Full HD	
2	Port	USB Plug & Play	
3	Mechanical Zoom	6x or more	
4	Output Resolution	Minimum 1920x1080	
5	Focus Mode	Auto / Manual	
6	Video Output format	MJPEG / YUV	
7	USB Transmission Method	USB 2.0 (480 Mbps)	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

Annexure-15: Technical Specification of 12U Floor Mount Equipment Rack			
Sl.No.	Parameters	Specification	Bidders Compliance with Technical Brochure
1	Basic Frame	Steel Folded	
2	Construction	Welded	
3	Top & Bottom Cover	Welded to frame with cable entry exit cutouts	
4	Front Door	Lockable Toughened glass door	
5	Rear Door	Lockable stell door-Plain/Vented/Perforated	
6	19" Mounting Angle	Formed Steel	
7	Std. Equipment Mounting	DIN Std. 10mm Sq. Slots	
8	Standard Finish	Powder Coated	
9	Standard Color	Grey & Off White or Black	
10	Standard Mounting	Caster Wheels (2 With Brake & 2 Without Brake) or Levelers or Plinth	
11	Rack Standard	Conformos to DIN 41494 or equivalent standard	
12	Static Load	350Kg with casters, 750Kg with Levelers/Pinth	
13	Dimensions	(900 H x 600 W x 600 D)mm & Plinth Height 50/100mm	
14	Built in PDU	PDU as per equipments	
Note:	ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.		

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

- 1. QUALIFICATION CRITERIA:** The Following are the pre-requisites for bidding/participating in the RFP/Tender as qualification criteria:

Sl. No.	Qualification Criteria	Enclose document as
1	Annual Turnover: The Bidder should have an annual turn of a minimum average of 80 Crores in the last three financial years 2020-21, 2021-2022, and 2022-2023. Turnover Information along with documentary evidence in support shall be furnished as Annexure-A – Financial Status. The turnover information shall be furnished with Chartered Accountant certificate only	Annexure-A
2	Past Experience: The OEM/Bidder should have executed supply and installation of the Audio Video Solutions value worth atleast eight percent of the tendered quantity in respect of OEM and Thirty percent in respect of authorized dealers for the purpose of past experience during the last 3 years.	Annexure-B
3	Details of the Bidder: Company Information shall be furnished as per – Annexure-C. Bidder/OEM should have a head office/Regional office in Bengaluru.	Annexure-C
4	Manufacturer Authorization Form (MAF)– MAF Issued by OEM, for each of the line of items, to the bidder/authorized dealer/ SI should be submitted as per Annexure 4.	Annexure-D
5	Under Taking by the OEM– The End of Life of the Products quoted supplied shall be a minimum of 3 years. The OEM should give an undertaking to this effect and ensure spares and service support for at least for the next 5 years for the product/s quoted.	Annexure-E
6	Bidder Service Centres: The Bidder should have a service/support centers in each district head quarters, in Karnataka and the bidders need to submit these details.	Annexure-F
7	Direct Presence of the OEM: The quoted Product OEM should have a direct presence in India. Documentary evidence to confirm the presence along with Annexure-G needs to be submitted.	Annexure-G
8	SERVICE & RMA Setup of OEM: The quoted Product OEM should have its own online-dedicated Product support center along with the toll-free number which is available during working hours and a fully equipped repair and maintenance office in India. Documentary evidence to confirm the presence along with Annexure-H needs to be submitted.	Annexure-H

9	PRODUCT CERTIFICATES: All systems and components must comply with ISO Standard /CE/ FCC/ UL/ BIS certifications or requisite Certificates if any to meet the compliance of Government Orders / Circulars / Notifications / LAW. BIS certificate should be in the name of quoted OEM factory only. Copy of relevant certificates is mandatory.	Annexure-I
10	PROCESS & QUALITY CERTIFICATIONS: OEM should have CMMI level-3 or Higher certification. Copy of relevant certificates is mandatory.	Annexure-J
11	PRODUCT WARRANTY: All product and accessories should have OEM warranty minimum of 5 years, the letter from OEM on their letter head confirming to this should be attached with the tender.	Annexure-K
12	<u>The Undertaking by Participant/Bidder in conformity with the following</u> <ul style="list-style-type: none"> • Undertaking by participant/Bidder in pursuance to recent Govt. Circular on Border Country Land sharing - vide circular no: FD 455 Exp-12/2020, Dated: 10.03.2021, where clarifications issued by the office Memorandum No:F.18/37/2020-PPO, Dtd: 08.02.2021, or any other GO pursued later as per pro-forma attached enclosed at Annexure-L. • Other Tender Terms and Conditions. 	Annexure-L
13	<u>Startup Company:</u> Bidder to indicate, whether Clause No. 11.19 for Startup companies is applicable. If yes relevant document is to be enclosed separately for scrutiny.	Annexure-M Enclose relevant documents
14	The schematic diagram depicting bidders design of AV/VC equipments in the Court Hall and relevant technical documents/ brochures/ data sheet/ right ups etc., The related equipments required for Court Hall AV/VC design which is not listed in the line of item may also be included to accomplish the task of successful integration.	Annexure-N Enclose relevant documents
15	Undertaking- Annexure-O of the Government of Karnataka G.O No. FD-455 EXP-12, 2020 Bengaluru, dated 01.04.2023	Annexure-O Enclose undertaking as per the said format

ANNEXURE-A

(Financial Status of the Firm - Bidder)

We hereby certify the Sales Turnover/Revenue from Business operations of

M/s..... from is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (In Rs.)	
1	2020-21		
2	2021-22		
3	2022-23		

Seal and Signature of the Chartered Accountant

Membership number of CA:

Note to bidders:

- a) *Enclosing of supporting documents such as Audited Statement accounts and IT returns for all three years is compulsory for qualifying in the Technical bid*
- b) *The value of Sales Turnover/Revenue from Business operations indicated above should tally with the Revenue from Sales/Operations indicated in the Trading/Profit & Loss Account for the corresponding years. In case of variation between the both, the lowest one will be considered for the purpose of evaluation of eligibility.*

**Authorized Signature
with seal**

ANNEXURE-B

Experience and Details of value of Work Orders - OEM and Authorized Dealer

Sl. No	Financial Year	Organization with full address, Name of the contact person, and Phone Number	Supply/work order No. and Date	Total Value of the Order	Copy of the work order enclosed (Yes or no)	Satisfactory Certificate issued by the client enclosed (Yes or no)
A	B	C	D	E	F	G

Note: Enclosing of supporting documents is compulsory for qualifying in the Technical bid

(Seal & Signature of the Authorized Signatory of the Bidder.)

ANNEXURE-C

Details of the Bidder

Name of the firm	
Office Address	
Telephone and Fax Number	
Works Address	
Telephone and Fax Number	
Name of the Authorized Signatory of the Tender Phone/ Mobile Phone No. Email ID	
Name of the Contact person Phone/ Mobile Phone No. Email ID	
Status of the Bidder (such as Govt. Organization/Undertaking, Public/Private Ltd Co, Partnership Firm, HUF, SSI, Dealer/Distributor /Stockiest, etc.)	
Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration Noand Date.....
Details of OEM	Name of the OEM: Address of the OEM: Authorization Certificate/ letter No.and Date..... valid up to.....
GST Registration	OEM - No.and Date..... SERVICE CENTER- - No.and Date
Details of ISO Certificate	No.....Date..... Valid up to.....
Date:	(Seal & Signature of the Authorized Person of the Bidder)

ANNEXURE – D

MANUFACTURERS AUTHORIZATION FORM - OEM

Sub:-Supply, Installation, Testing, and Commissioning of AV/VC equipments to High Court and District Judiciary Court Complexes of Karnataka State
(Shall be submitted in case of Bidder, issued by OEM)

No.

Dated

Dear Sir:

Ref:*Tender number and date*.....

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

Sl.	Description of the product	Make	Model	Country of Manufacture

We hereby extend our full guarantee and warranty, the terms and Conditions for the goods and services offered for supply by the above firm against this Tender.

We also reiterate that we adhere to the condition laid down in the tender.

We are extending our technical and business support to the Participant/Bidder:name and address.

In the event bidder or vendor failed to discharge its obligations, under RFP / Tender / SLA we undertake to perform its terms by extending support during warranty period.

Yours faithfully,
For.....

(Name, Contact No. Sign, and seal of Authorized signatory of OEM)

Note to bidders:

This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the OEM manufacturer.

ANNEXURE – E

UNDERTAKING BY OEM/MANUFACTURERS

(Shall be submitted in case of bidder being either OEM or Authorized Distributor/Dealer)

No.

Dated:

Ref: Tender number and date.....

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby ensure that there will be no end of Life of the products quoted by us for a minimum **03 years** and we undertake for providing necessary after-sales service/technical support for at least **next 05** years for the products supplied by us/through our authorized distributor M/s (Name and address of Agent).

We are extending our technical and business support to the Participant/Bidder:name and address.

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory of
OEM)

Note to bidders:

- i. 1. This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- ii. 2. Enclosing of Supporting documents is compulsory for qualifying in the Technical bid*

ANNEXURE-F

Service Centers in the Karnataka State - Bidder

Sl. No.	Address	Name of the contact person and Phone Number	Services/Maintenance covering the districts/regions	Total number of Expert service executives working

Details of Complaint Monitoring Process, Escalation of Matrix and Response time details

Escalation Matrix and Response time details in tabular format.

(Seal & Signature of the Authorized Signatory by the Bidder)

ANNEXURE – G

UNDERTAKING BY OEM ON DIRECT PRESENCE

No.

Dated

Dear Sir:

Ref:*Tender number and date*.....

We are established reputable manufacturers having direct presence in INDIA, (name and description of goods offered) having factories at (address of factory) and we are Class-A / Class-B / Class-C local-Supplier/ Non local-Supplier under public procurement order 2017 and further notifications issued under the said order from time to time as amended up to date.
(Preference will be given to Make in India)

We are extending our technical and business support to the Participant/Bidder:name and address.

Enclosed Certificate of Incorporation..

Yours faithfully,
For..... OEM Name
(Signature of the Authorised Signatory,
Official Seal of the OEM)

ANNEXURE – H

UNDERTAKING BY OEM ON SERVICE SUPPORT

(Shall be submitted by the Bidder, issued by OEM)

No.

Dated

Ref:*Tender number and date*.....

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory)we hereby confirming that we are having our own online-dedicated **AV equipments to High Court and District Judiciary Court Complexes of Karnataka State** support center, a fully equipped repair and maintenance office in India at the below-mentioned address and the toll-free number.

We are extending our technical and business support to the Participant/Bidder:name and address.

Enclosed Certificate of Incorporation.

Yours faithfully,
For..... OEM Name
(Signature of the Authorized Signatory,
Official Seal of the OEM)

ANNEXURE – I

Product Certificates

UNDERTAKING BY OEM ON CE/FCC/UL/BIS CERTIFICATES

No.

Dated

Dear Sir:

Ref:*Tender number and date*.....

We who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory)we hereby enclosed the CE/FCC/UL/BIS.

We are extending our technical and business support to the Participant/Bidder:name and address.

Also, we hereby confirm that the BIS certificate attached is in the name of our Factory address.

Yours faithfully,
For..... OEM Name
(Signature of the Authorised Signatory,
Official Seal of the OEM)

ANNEXURE –J

Process and Quality Certifications of OEM

UNDERTAKING BY OEM ON CMMI level-3/ISO 9001 or higher certifications

(Shall be submitted in case of Bidder, issued by OEM)

No.

Dated

Dear Sir:

Ref:*Tender number and date*.....

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory)have enclosed CMMI level-3 or Higher certifications per the tender clause.

We are extending our technical and business support to the Participant/Bidder:name and address.

Yours faithfully,
For..... OEM Name
(Signature of the Authorised Signatory,
Official Seal of the OEM)

ANNEXURE – K

UNDERTAKING BY OEM ON PRODUCT WARRANTY

(Shall be submitted in case of Bidder's absence, issued by OEM)

No.

Dated

Ref:*Tender number and date*.....

We who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby confirm that we would provide OEM warranty minimum of 5 years for all the products quoted by us. We undertake technical support for the product

We are extending our technical and business support to the Participant/Bidder:name and address.

Yours faithfully,
For..... OEM Name
(Signature of the Authorized Signatory,
Official Seal of the OEM)

ANNEXURE-L

Undertaking by Participant/Bidder

(vide circular no: FD 455 Exp-12/2020, Dated:10.03.2021, where clarifications issued for the office Memorandum No:F.18/37/2020-PPO, Dtd:08.02.2021) and

(Vide GoI Letter No. F.No. 6/18/2019 – PPD, dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and Circular of GoK vide No. FD 455 Exp-12 2020 Dated: 29.03.2021.

I/We hereby submitting our bid for Supply and Installation, Testing and Commissioning of **AV equipments to High Court and District Judiciary Court Complexes of Karnataka State** at District Court Complexes and Its Taluka Court Complexes of Karnataka State as per the tender specification, the scope of the work.

1. I/We hereby undertake that,

- a) Supply, Installation, Testing, and Commissioning of **IP AV equipments to High Court and District Judiciary Court Complexes of Karnataka State** at District Court Complexes and Its Taluka Court Complexes of Karnataka State by us comply with the standards of Tender specifications with the required Hardware and Software.
- b) The terms and conditions of the RFP tender are part and parcel of this undertaking.
- c) We hereby undertake that the products being supplied against this tender are as follows:

I/ We procure raw material, components, sub-assemblies, etc., which are manufactured in land sharing Countries*.

OR

I/ We procure the finished goods procured directly/ indirectly from the vendors of land sharing Countries* with a valid registered certificate with the competent Authority.

- d) I/We agree to a minimum Warranty period of 5 years for all the supplies and installations. The Warranty will carry replacement of spare free of cost, service, and maintenance. We agree to provide adequate spares and service support during the period of Warranty.
- e) I/We hereby confirm that we have not quoted a higher price than what was offered by Tenderer/OEM in any state in India in the past year, apart from the escalation of price due to market conditions. In case of an increase in price beyond 5%, we hereby undertake to furnish complete details of brake up prices and cost components substantiating the price variation, as and when required by the tender inviting authority.
- f) I/We agree to demonstrate offered types of equipment (hardware, software, and accessories), working principles, features, and functionalities as per the tender

specification; on a no-cost basis to confirm meeting the tender specification. We also agree that the papers/designs/drawings/data/photographs/analysis/graphics etc. submitted and presented (both in Hard and soft copies) by us during the technical evaluation will become the property of the Tender inviting authority and we are committed not to share the same with any other third party/departments/organizations for whatever may be the reasons. The Tender inviting authority reserves the right to use such papers/designs/drawings/data/photographs/analysis/graphics for the purpose of implementation of the proposed project as per his discretion, irrespective of the bidder who becomes successful and awarded with the contract.

- g) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.
- h) I/We hereby undertake that all the components/ parts/ assembly/ equipment's Software etc., used in the equipment from respective OEMs/OSDs are not refurbished/ duplicate/second-hand products.
- i) I/We have adequate manpower for installation of the software, technical support team & training the department officials as per Project deliverables.
- j) I/We hereby undertake that, we (in case of Authorized Dealers/distributors) will produce a legal agreement between us and the OEM/OSD for a minimum period of five years from the date of award of the contract for the supply of products manufactured by the OEM/OSD as per the specifications, terms of and conditions of the Contract. Failure to produce such an agreement will result in the cancellation of the order.
- k) Any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers, and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.
- l) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect/misrepresented/forged documents or statements.
- m) I/We have not blacklisted/barred in any of the Govt./Private origination from participating in the Tenders or effecting supplies/services OR by Govt E-marketing portal for listing their items due to not meeting critical conditions/security clearance etc. etc during the past.
OR delisted/barred/penalized by the (Government e-Marketing Portal (GeM) for the reasons of not fulfilling or breaching of terms of the Portal as on the date of Tender submission.

n) I/We have read the clauses regarding restrictions on procurement from a bidder of a country that shares a land border with India (GoI Letter No. F.No. 6/18/2019 – PPD, dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and Circular of GoK vide No. FD 455 Exp-12 2020 Dated: 29.03.2021.

i. I/ We certify that we are not from such a country that shares a land border with India and we are eligible to be considered.

Or

I/ We declare that we are from such a country or countries which share a land border with India by procuring only raw material, components, sub-assemblies, etc., from the vendors from countries that share a land border with India.

ii. I/We declare that we have been registered with the Competent Authority - DPIIT/ BIS / Bill of Entry and certify that, we fulfill finished goods procured directly/ indirectly from the vendors from the countries sharing a land border with India. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

iii. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

o) I/We is aware of the fact that, if the information provided by us in this certificate/declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LOI and further legal action against us in accordance with the law.

Date: //

Authorized Person's Signature of
the participant Bidder
Name & Designation with Seal

***Should be sworn before a Notary**

ANNEXURE – M

Startup Company: Bidder to indicate, whether Clause No. 11.19 for Startup companies is applicable. If yes relevant document is to be enclosed separately for scrutiny.

Relevant document by issuing authority is to be enclosed.

ANNEXURE-N

The schematic diagram depicting bidders design of AV/VC equipments in Court Hall and relevant technical documents/ brochures/ data sheet/ right ups etc.,

The related equipments required for Court Hall AV/VC design which is not listed in the line of item may be included to accomplish the task of successful integration. The relevant technical documents along with design and Technical data sheet shall be uploaded

ANNEXURE-O

Undertaking by Bidder

Government Order No. FD 455 Exp-12 2020 Bengaluru

Dated:01.04.2023.

In view of the circumstances explained in the preamble, all the Procurement Entities, as defined in Section 2(d) of KTPP Act, are hereby ordered to procure the required goods, works (including turnkey projects) and services (including consultancy services and non consultancy services) after observing the following directions:-

Requirement of Registration:

1. All the Procurement Entities shall ensure that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as specified in **Annexure-1**.
2. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure-1..**
3. The requirement of registration for cases covered by paragraph 1 above has been applicable since 25.08.2020. The requirement of registration for cases covered by paragraph 2 will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
4. In tenders issued after 25.08.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

5. This order shall apply to all the Procurement Entities as defined in Section 2(d) of KTPP Act. including all autonomous bodies and Public Private Partnership Projects receiving financial support from the Government or public sector enterprises/undertakings.

6. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

- 7 "Bidder" for the purpose of the Order (including the term 'tenderer', 'consultant', 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
8. "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
9. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, Government of India and the interpretation of the Committee shall be final).
10. "Specified Transfer of Technology" means a transfer of technology in the sectors and / or technologies, specified in paragraph 14, occurring on or after 25.08.2020.
11. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

12. Beneficial owner for the purposes of 11(d) will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

13. "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i. A Person who procures and supplies finished goods from an entity from a country which

shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

- ii. However, a bidder who only procures raw material, components etc., from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors / Technologies (relevant only for the provisions on ToT arrangements):

14.) (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.
- (ii) For **Category-I** sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.
- (iii) For **Category-II** sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in schedule III, with an entity from a country which shares a land border with India shall require registration.
- (iv) In **Category-II** sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item / application or a class of items/ applications from the requirement of registration, even if included in **Schedule III**. The Ministry/Department concerned shall intimate the Department for Promotion of Industry and Internal Trade(DPIIT)and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries / Departments of the Government of India are not required to consult the DPIIT / NSCS before deciding and are only required to intimate the decision to DPIIT / NSCS. If any point is raised by DPIIT / NSCS, it should be considered in future

procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

15. Based on security considerations, a Ministry/Department in a **Category II** sensitive sector or other Ministries/Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/Department.

Sub-contracting in works contracts

16. In works contracts, if sub-contracting is allowed, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 11 above. This shall not apply to sub-contracts already awarded on or before 25.08.2020.

[Note. Procurement of raw material, components, etc., does not constitute subcontracting.]

Certificate regarding compliance

17. An undertaking shall be taken from bidders in the tender documents (Annexure III) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

18. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Model Clauses / Certificates

19. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are given at Annexure-III and there is no change in remaining clauses of the

Standard Tender Documents.

20. The clauses as in Annexure - III enclosed herewith this order are to be inserted mandatorily by all the Procurement Entities, as defined in section 2(d) of the Act, under Eligibility conditions in all the Tender Documents including Standard Tender Documents wherever applicable for procurement of goods, works (including Turnkey Projects) and services (including consultancy and non-consultancy services).
21. All procurement Entities, as defined in section 2(d) of the Act, shall ensure that the above instructions are followed strictly in respect of all procurements. It may be noted that any violation of KTPP Act 1999 and Rules, 2000 attracts the penal provision under Section 23 of the Act.
22. This order comes into effect from 01.04.2023 in supersession of earlier orders, circulars issued in this regard.

**By order and in the name of
Governor of Karnataka**

SECTION VIII: TENDER FORM (Part-A)

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

N/A (Shall be uploaded in the eProcurement portal)

Part-B: PRICE SCHEDULE

Bidder shall upload his offer per unit inclusive of taxes, GST, all taxes, freight & forwarding etc., in respective commercial column fields in e-procurement portal only, including for the said period of warranty. Bidder shall not upload a commercial document in any form other than entering the unit price offers in relevant fields of the e-Procurement portal. The format in e-Procurement will be as below:

COMMERCIAL BID FORMAT

Sl. No.	Line of Items	Qty./Per Mtr	Tech. Annexures	Unit Price in INR (inclusive of all Taxes)
1	50" Commercial Display with Floor Mount kit & Swivel Mount kit	2	Annexure-1	
2	23" Interactive Touch System	1	Annexure-2	
3	Small form Factor PC for Soft VC Calling and AV System Controlling	1	Annexure-3	
4	Camera with Mounting Accessories	5	Annexure-4	
5	DSP Controller/Codec	1	Annexure-5	
6	Gooseneck Mics	5	Annexure-6	
7	Speaker with Amplifier & Wall mount Kit	2	Annexure-7	
8	24-Port Gigabit PoE Network Switch	1	Annexure-8	
9	1-In, 4-Out HDMI Splitter	1	Annexure-9	
10	HDMI Receiver	4	Annexure-10	
11	HDMI Transmitter	4	Annexure-11	
12	2 Channel HD Recorder and Streaming Media Processor	1	Annexure-12	
13	Hybrid NAS Array Box with 180 days Storage retention policy	1	Annexure-13	
14	Document Camera/Visualizer	1	Annexure-14	
15	12U Floor Mount Equipment Rack	1	Annexure-15	
16	CAT6A Cable (End-to-End Integration)	1		
17	USB Cable	1		
18	Audio Cable	1		
19	HDMI Cable	1		
20	Patch Cords (Factory Crimped)	1		
21	Connector	1		
22	Connector Gender Changer	1		
23	Power Cable (3 core 2.5sqmm) (End-to-End Integration)	1		
24	Any other Equipment/Accessories required for Solution Design	Consumables (As per Site Requirement)		

Note:-

- (a) Determination of L1 will be as per clause 13 and 14(b) of this tender document.
- (b) Bidder shall not upload commercial bids in any kind of documentary format (scanned images/ .pdf /.doc /.docx /.xls /.xlsx) other than uploading in prescribed field in e-procurement portal of this tender.
- (c) In Technical bid Annexure's: Bidder compliance/remarks column at Annexure's, the bidder shall specify the technical parameters in Excel sheet only. Words like complying, complied, yes, or no shall not be used. In support of technical parameters, bidders shall upload technical brochure/datasheet shall be part of Annexure-14 and are required for scrutiny.

PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR
COST AFTER WARRANTY PERIOD (Deleted)

A	B	C	D	E
Schedule No.	Item Description	Quantit y	Annual Maintenance & Repair Cost for each unit per year Rs./Year	Total Maintenance charges for 3 years in Rupees

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

Signature of the Tenderer: _____

Name : _____

Business Address: _____

Place:

Date:

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

The bidder shall pay Rs. 80,00,000/- (Eighty Lakhs) in one single transaction as the Earnest Money Deposit in the e-Procurement portal.

(EMD shall be made payment through on-line in the eProcumbent portal)

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between ..(*Name of purchaser*) of (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and

..... (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "theSupplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,(*Brief Description of Goods and Services*) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the ContractPrice").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS
---------	---------------------------------------	-------------------------	------------	-------------	----------------

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

**SECTION XI/1: PERFORMANCE SECURITY BANK
GUARANTEE FORM**

To: _____(Name of Purchaser)

WHEREAS(Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....
dated,..... 20...

to supply (Description of Goods and Services) hereinafter
called "the Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in

Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of

..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

SECTION XI/2- ANNUAL MAINTENANCE SECURITY BANK GUARANTEE
FORM (Deleted)

(To be stamped in accordance with Stamp Act if any, of the Country of
the Issuing Bank) Bank Guarantee No.:

Date:.....

To..... (Name of the Purchaser)

Whereas..... (Name of the Purchaser) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... 20. to supply (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. (Amount of guarantee in words and figures) being 2.5% of the total cost of equipment and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs.

(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 day of 20.....

Signature and Seal of Guarantors

.....

.....

.....Date:

20.....

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

SECTION XII

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

Proforma for Performance Statement for the last three years

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

Name of the Firm:

.....

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

Signature and Seal of the Tenderer:-----

SECTION XIII/1:- MANUFACTURERS' AUTHORIZATION FORM-OEM*

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

No. _____ dated

To

Dear Sir:

IFT No.

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

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

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

SECTION XIII/2: UNDERTAKING BY OEM/MANUFACTURERS

(Shall be submitted in case of bidder being either OEM or Authorized Distributor/Dealer)

No.

Dated:

Ref: Tender number and date.....

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby ensure that there will be no end of Life of the products quoted by us for a minimum **03 years** and we undertake for providing necessary after-sales service/technical support for at least **next 05** years for the products supplied by us/through our authorized distributor M/s (Name and address of Agent).

We are extending our technical and business support to the Participant/Bidder:name and address.

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory of
OEM)

Note to bidders:

- iii. *1.This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- iv. *2. Enclosing of Supporting documents is compulsory for qualifying in the Technical bid*

SECTION XIV-CAPABILITY STATEMENT (IT Hardwares)

1. Name & Address of the Tenderer Phone:
2. Classifications (1) Manufacturer
(2) Authorized Agent
(3) Dealer
(4) Others (please specify)
3. Plant: (a) Location
(b) Description, Type & size of building
(c) Is property on lease or free hold? If on lease indicate date of expiry of lease in such case
4. Type of equipment manufactured and supplied during last 2 years.

Name of equipment	Capacity/Size	Nos. manufactured	Nos. of orders on hand
-------------------	---------------	-------------------	------------------------

5. Types of equipment supplied during last 2 years other than those covered under 4 above.

Name of equipment	Capacity size and model	Name of Manufacturer	Total Nos. supplied in India	No. of orders on hand
-------------------	-------------------------	----------------------	------------------------------	-----------------------

6. Turnover for similar equipments sold in last two years.
7. Details of Testing facilities available
- a) List testing equipment available
 - b) Give details of tests which can be carried out on items offered.
 - c) Details of the testing organization available

8. Personnel/Organization:

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

- 0. Quality assurance
- 1. Production
- 2. Marketing
- 3. Service
- 4. Spare parts
- 5. Administrative

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

Location _____

Phone No. _____

Year of Establishment _____

10. Details of Organization at Service Centre

- a) No. of skilled employees _____
- b) No. of Unskilled employees _____
- c) No. of Engineering employees _____
- d) No. of Administrative employees _____
- e) List of special repair/workshop facilities available _____
- f) The storage space available for spare parts (sq.m.) _____
- g) Value of minimum stock of spares available at all the service centres in respective currency _____
- h) Value of the modes/types by number of equipment serviced by the centre in the last 2 years _____

11. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the bidder's technical and delivery ability.

1) _____

2) _____

SOFTWARE

Sl. No	ITEM	PARTICULARS
01	System Requirement	
02	Operating System	
03	Modules	
04	Package Contents	
05	Date importing	
06	Manuals (No. of Copies)	
07	Optional item	
08	Application	
09	Software support	
10	Owner the Software	
	Proprietary Software	
11	Software package	
12	Training	

SECTION XV- SERVICE SUPPORT FORM

Sl. No.	Address	Name of the contact person and Phone Number	Services/Maintenance covering the districts/regions	Total number of Expert service executives working

Details of Complaint Monitoring Process, Escalation of Matrix and Response time details

Escalation Matrix and Response time details in tabular format.

(Seal & Signature of the Authorized Signatory by the Bidder)

SECTION XVI - WRITE UP ON SOLUTION REQUIRED: COURT ROOM AUDIO/VIDEO & CONFERENCING SOLUTION

A "Court Room Audio Video & Conferencing Solution" is a comprehensive technology setup designed to facilitate various aspects of courtroom proceedings, including audio and video recording, as well as conferencing capabilities. These solutions are meant to enhance communication, transparency, and efficiency in courtrooms, and they often include the following components and features:

Audio Recording and Playback: High-quality microphones and audio recording equipment are used to capture the spoken word during court proceedings. Clear audio is crucial for accurate transcription and for ensuring that everyone in the courtroom can hear what's being said. Audio playback capabilities allow for reviewing past proceedings.

Video Recording and Display: Cameras are strategically placed to capture different angles of the courtroom, including the judge, advocates, witnesses, and the litigants. The Video recording equipment ensures that visual aspects of proceedings are accurately captured. Video playback can be important for reviewing and analyzing past hearings.

Recording: Court Master may use specialized software for Audio and video recordings.

Evidence Presentation: These systems allow for the presentation of evidence, such as documents, photographs, or videos, to be displayed on screens or monitors in the courtroom. This technology helps judges, Advocates, witness, litigants and other participants to view and understand the evidence clearly.

Conferencing and Remote Participation: The Courtroom conferencing solutions enable remote participation by judges, Advocates, witnesses, and other stakeholders. This is particularly valuable for situations when physical presence is not possible, such as during emergencies or when participants are located in different locations.

Interoperability: These solutions often need to integrate seamlessly with existing court management systems and databases. Integration ensures efficient case management and access to relevant case files and documents.

Security and Privacy: Given the sensitive nature of courtroom proceedings, robust security features are essential to protect the integrity of recordings and ensure that they are only accessible to authorized personnel. Encryption and access controls are commonly used for this purpose.

Remote Witness and Expert Testimony: These systems can facilitate remote testimony by witnesses or experts, enabling them to provide testimony without physically being present in the courtroom. This is especially useful for cases involving long distances or other logistical challenges.

Archiving and Retrieval: Solutions often include robust archiving capabilities to store and manage recordings for future reference, legal processes, appeals, and reviews.

Court Room Audio Video & Conferencing Solutions play a vital role in modernizing courtrooms, improving access to justice, and ensuring the accuracy and completeness of court records. They also enable courts to adapt to changing circumstances, such as the need for remote proceedings, and enhance the overall efficiency of legal processes.

Below is the proposed solution for achieving above mentioned courtroom Audio Video & Conference

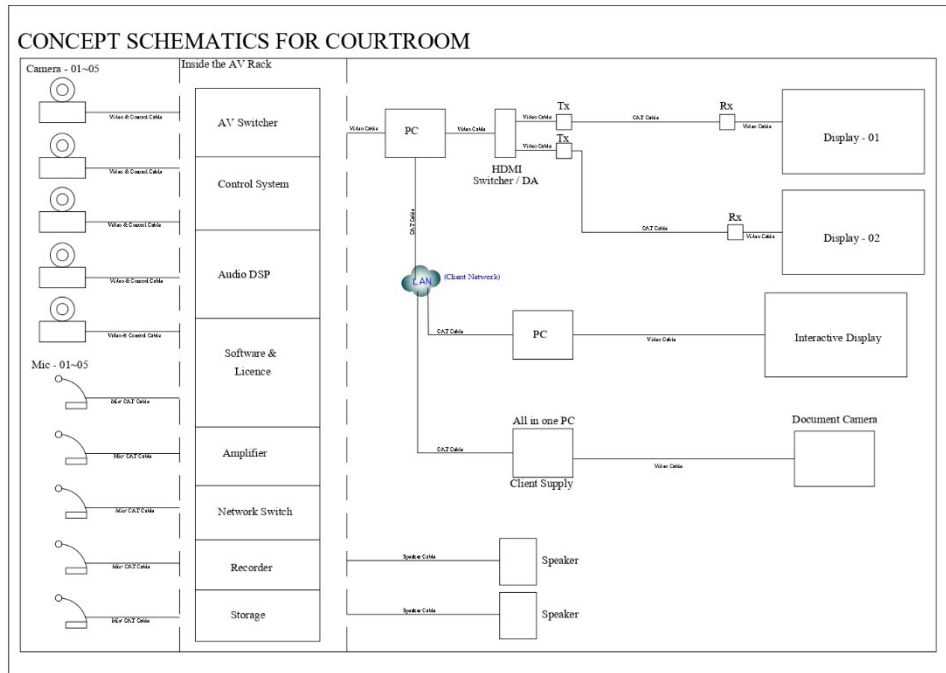
functionalities: -

Courtroom Audio Video & conferencing solution consists of multiple Cameras, Gooseneck Mics and Speakers which must be integrated with Room PC which is having built in soft VC application ensuring that the cameras and microphones focus on the person who is speaking at any given moment.

Multiple Speaker Tracking In courtrooms with multiple participants, such as judges, Advocates, witnesses, and litigants, the system can track and switch between speakers as they take turns speaking. This provides a seamless viewing and listening experience for those observing or recording the proceedings.

Two displays to be provided in the solution, first display to be placed on trolley facing towards audience and second Display to be mounted on the wall facing towards audience. standalone interactive Display with PC for judge to be provided for document viewing and annotation. Speakers to be installed on the wall for covering the complete court hall.

Solution Diagram of High Court & District Court Room Audio/Video & Conferencing Requirements



This is to certify that the Draft Tender RFP consisting of Page No. 1 to 99.

Sd/-
(N G DINESH)
REGISTRAR (COMPUTERS)
Tender Inviting & Accepting
Authority,
High Court of Karnataka,
Bengaluru-560 001.