



Government of India  
Ministry of Communications and Information Technology  
Department of Telecommunications  
Office of the Controller of Communication Accounts  
Karnataka Telecom Circle  
1<sup>st</sup> Floor, Amenity Block, Palace Road, Bengaluru – 560 001

## BID Documents for Supply and Installation of Server and Server software

### CONTENTS

Sl.No.	Particulars	Page No.
1	NIT	1 – 3
2	General conditions of contract (Section I)	4 – 9
3	Special conditions of contract (Section II)	9
4	Bid Form (Annexure I)	10
5	Technical Bid (Annexure II)	11 – 12
6	Certificate regarding near relatives (Annexure III)	13
7	Technical Specifications of Server (Annexure IV&V)	14 – 15
8	Financial bid (Annexure VI)	16
9	Agreement (Annexure VII)	17
10	Performance Bank Guarantee (Annexure VIII)	18 – 19
11	Undertaking (Annexure IX)	20
12	Certificate of Compatibility (Annexure X)	21
13	Letter of authorization for attending bid opening (Annexure XI)	22

Visit us at [www.ccakarnataka.gov.in](http://www.ccakarnataka.gov.in) and [www.dot.gov.in](http://www.dot.gov.in)  
email: [cca.ka-dot@nic.in](mailto:cca.ka-dot@nic.in)



Government of India  
Ministry of Communications and Information Technology  
Department of Telecommunications  
Office of the Controller of Communication Accounts  
Karnataka Telecom Circle  
1<sup>st</sup> Floor, Amenity Block, Palace Road, Bengaluru – 560 001

Tender No.12/Admn/1/205/2015

Dated: 10.06.2015

## **Subject: Notice Inviting Tender (NIT) for Supply and Installation of Server and Server Software**

1. Sealed Tenders on behalf of President of India are invited under two bid system (i.e Technical Bid and Financial Bid) , from reputed manufacturers/companies/organizations/firms and/or authorised dealers/sales partners for supply and installation of One Computer Server for this office. The method of submission of tender, amount of Earnest Money/Security Deposit and General Terms and Conditions applicable to supply has been mentioned in Section I .The supply and installation is to be made strictly as per parameters/technical specifications given in Annexure IV&V. The terms and conditions specific to the tender have been mentioned in Section II. The format for submission of tender has been given in Annexure II (for Technical Bid) and Annexure VI (for Commercial Bid) to this Notice Inviting Tender.

### **2. Schedule**

Last date & time for receipt of tenders: 30.06.2015 (Time: 1500 Hrs.)

Date & time for opening of Technical Bid: 30.06.2015 (Time: 15:30 hrs.)

Date & time for opening of Financial Bid: Date & Time for opening of financial bids of technically qualified bidders will be intimated later.

Place of opening the Tenders: Office of the Controller of Communication Accounts, I floor Amenity Block, Palace Road, Bengaluru 560001.

Validity of Tenders: 90 days from the date of opening of tender.

4. The tender documents may be downloaded from the website [www.ccakarnataka.gov.in](http://www.ccakarnataka.gov.in) or [www.dot.gov.in](http://www.dot.gov.in). The downloaded bid documents shall be submitted along with a bank Demand Draft / banker's cheque towards Earnest Money Deposit(EMD) as indicated in para 5 below drawn on any of the Commercial Banks payable at Bengaluru failing which the bid will be rejected. Bidders should write their name and full address at the back of the Bank draft / banker's cheque submitted.

5. EMD of Rs.9,000 (Rs. Nine thousand only) in the form of account payee DD/Banker's Cheque in favour of AO (Cash), office of the CCA, Karnataka Telecom Circle, Bengaluru has to be submitted along with bid documents.

6. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the CCA, Karnataka, Department of Telecommunications, Ministry of Communications & IT, in this regard shall be final and binding on all.

7. The tenders completed in all respects must reach this office by Registered or speed post or dropped in the tender box up to 1500 Hours on 30.06.2015. The tenders received after the scheduled date and time will not be accepted.

**Jt. Controller of Communication Accounts**

**GENERAL CONDITIONS OF CONTRACT**

**1. Definition of terms.**

1.1 Department or DoT means Office of the Controller of Communication Accounts, Karnataka Circle, Bengaluru 560001.

1.2 The bidder /tenderer means the firm / agency who participates in this tender and submits its bid.

1.3 Contractor/Agency/Firm means the bidder whose bid will be accepted by Department of Telecommunications and shall include such successful bidder, its legal representatives, successors.

1.4 EMD shall mean Earnest Money Deposit.

1.5 Security Deposit shall mean monetary guarantee furnished by the successful tenderer for due performance of the contract.

1.6 Near relatives of all employees working in DoT (Office of CCA Karnataka, TERM Cell, RTEC or any other unit of DoT) either directly recruited or working on deputation are prohibited from participating in the tender. The near relatives for this purpose are defined as

a) Members of a HUF

b) They are husband & wife

c) The one is related to the other in the manner as father, mother, son & son's wife (daughter in law), daughter & daughter's husband (son-in-law), brother & brother's wife, sister & sister's husband.

**2.0 Receipt and opening of Tenders**

2.1 Tenders duly filled in will be received and opened on the same date and time indicated in the Notice inviting tenders in presence of tenderers / their authorized representatives who wish to be present. In case of authorized representatives, they have to bring with them the letter of authority from the corresponding tenderer as per **Annexure - X**.

2.2 If due date of receipt of tenders and that of opening of tender is declared to be a holiday subsequently, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.

2.3 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

**3.0 Preparation of Tender**

3.1 The bidders are required to submit the tender documents completed in all respects after

satisfying each and every condition laid down in the tender document.

3.2 All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialling and rewriting. In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail. All cutting, insertion needs to be authenticated. **No over writing / usage of correction fluid will be permitted.**

#### 4.0 Submission of Tenders

4.1 NIT (page 1 to 3), Section I to II (page 4 to 9) and DD or Banker's cheque towards Earnest Money Deposit along with duly filled in Annexure I, II & III, IV, V, VII, VIII, IX, X,XI) with requisite enclosures should **be duly signed and stamped on each page** for having accepted the General and Special Terms and Conditions and kept in a sealed envelope (**Envelope 1**) super-scribed as '**Technical Bid**'.

Annexure VI (Financial Bid) should **be duly signed and stamped** and kept in a sealed envelope (**Envelope 2**) super-scribed as '**Financial Bid**'.

4.2 Both the sealed envelopes i.e. Technical Bid & Financial Bid are to be placed in another big cover super-scribing the same as '**Tender for Supply and installation of Server and Server software**' addressed to Jt. CCA, Office of the Controller of Communication Accounts, Karnataka Circle, Bengaluru 560001.

4.3 'Financial Bid' of only those Agencies / firms who fulfill the terms & conditions as specified in Section I and II who have submitted Annexure I, II & III,IV,V,VII,VIII ,IX and X,XI duly filled in & compete in all respects along with requisite documents will be opened separately as indicated in the NIT.

4.4 The tenders should be put in a Tender box which is placed in the office premises at Office of the Controller of Communication Accounts, Karnataka Circle, Bengaluru 560001 or may be sent by Registered or Speed post through Dept. of Posts. However, delivery of the bid document before the stipulated time and date shall be the responsibility of the bidder.

4.5 Only tenders complete in all respects and received on or before the due date and time shall be considered.

4.6 Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.

4.7 DoT reserves the right to reject any or all tenders without assigning any reasons whatsoever.

4.8 The tender shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.

4.9 The bidders should satisfy themselves before submission of the tender to DoT that they meet the qualifying criteria and capability as laid down in the tender documents.

4.10 The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received by the DoT prior to the deadline prescribed for submission of bids.

## **5.0 Cost**

5.1 Bidders are requested to quote firm price. No cost escalation will be accepted for the rates quoted.

## **6.0 Earnest Money Deposit**

6.1 Bidders shall submit along with the tenders, Earnest Money as indicated in para 5 of NIT in the form of Demand Draft / banker's cheque in favour of "AO (Cash), office of the C.C.A. Karnataka Telecom Circle, Bengaluru". Tenders not accompanied with the DD/banker's cheque for the requisite amount of Earnest Money shall be rejected.

6.2 Earnest Money shall be forfeited in the event of any of the following situations:

- (i) if the tenderer withdraws or amends his tender or increases the rates after deadline for submission of the bid but before the validity of the quotation expires.
- (ii) on refusal to enter into contract after award of contract.
- (iii) on failure to furnish the required performance security or
- (iv) if the item is not supplied and/or the work is not commenced on the date of starting the work after work is awarded to the contractor.

6.3 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

## **6.4 Preliminary evaluation**

6.4.1 DoT shall evaluate the bids to determine that they are complete, no computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.

6.4.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.

6.4.3 Prior to the detailed evaluation, the DoT will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

6.4.4 A bid determined as substantially non-responsive will be rejected by the DoT and shall not be considered subsequent to the opening of bids.

6.4.5 The DoT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **7.0 Security Deposit**

7.1 The contractor shall furnish performance security to DoT to the extent of 10% of the value of the hardware components (Server and its accessories) in the form of Performance Bank guarantee (PBG) as in Proforma Annexure-VIII within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit will be taken against the contractor.

7.2 The PBG will be valid for a period of 90 days beyond the stipulated date for cessation of the contract which is co-terminus with the warranty period.

7.3 No interest is payable on the Security Deposit.

7.4 PBG will be realized by DoT in case of termination of the contract for un-satisfactory performance and/or non-performance of the contract

**8. Tax Deduction At source:** TDS as applicable will be effected from the bills

**9. Deviation:** The contractor must comply with the tender specification and all terms and conditions of contract. No deviation and exceptions will be permitted.

**10. Award of Contract:** DoT shall accept the lowest bid or any Tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason there of and without incurring any liability to the affected bidders for the action of DoT.

## **13. Termination of Contract:**

13.1 In case of any default by the bidder and in case of any violation of the terms and conditions of this contract, DoT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 days notice in writing to the Contractor. In such a case the Security Deposit paid by the contractor will be forfeited to DoT and the contractor is liable to be blacklisted for a period of 3 Years.

13.2 All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date. Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

## **14. Arbitration:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration in Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

**15. Jurisdiction of Courts:** The courts/any other Tribunal or Forum in Bengaluru alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

**16. Criterion for Evaluation of Tenders:**

The evaluation of the tenders will be made *first on the basis of technical information furnished in form given in Annexure IV & V* and then on the basis of commercial information furnished in form given in Annexure VI. The Commercial bids (Annexure VI) of only such firms found valid based on technical parameters (as per Annexure IV&V) will be opened on a date to be communicated to bidders who have qualified in the technical bid stage. It must be kept in view that the decision given by the Tender Evaluation Committee or any inferences drawn during the meeting of this committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of supply order will be further subject to any specific terms and conditions of the contract given in Section II of this NIT. During evaluation of bids, the CCA Karnataka may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.

**17. DELIVERY SCHEDULE & INSTALLATION:**

The Supply and installation of Computer Server must be made within four weeks from the date of issue of supply order. The supply should be effected as per specifications furnished in **Annexure IV&V and** as per delivery schedule. The ordered Server should be supplied and installed, in Office of the Controller of Communication Accounts, Karnataka.

**18. Payment terms:**

Payment for the servers / operating system supplied will be made immediately after the successful installation of the server / operating system on production of bill/invoice for supply along with bank details (Name of the bank/branch/Account No./Type (SB or current)/IFSC Code etc., ) for arranging remittance. 90% of the bill will be paid immediately on executing the agreement and balance 10% will be released after the PBG is executed.

**19. Force Majeure:**

19.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.

19.2 The term 'force majeure' as employed herein shall mean acts of God, war, civil riots, fire directly affecting the performance of the contract, flood and acts and regulations of the two parties, namely DoT and the contractor.



19.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to force majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.

19.4 Time for performance of the relative obligation suspended by force majeure shall then stand extended by the period for which such cause lasts

## **Section II**

### **Special Conditions of Contract**

#### **Onsite Warranty maintenance & penalty**

1. All tendered items shall be under Five years on-site comprehensive warranty support from the date of installation including free spare parts, kits etc excluding the consumable items

2. The vendor should fulfil the following conditions during warranty period if any of the system is down beyond 48 hours as the case may be, penalty will be charged or recovered from out of withheld amount toward warranty or payment due, per day per system at the rate of 0.2% of purchase value of item.

3. Any item failing at sub-component level more than three times in three months after installation, displaying chronic system design or manufacturing defects or quality control problem will be replaced by the vendor at his cost and risk within 30 days, from the date of last failure

**ANNEXURE-I**

**BID FORM**

Tender No.

Date

To

Controller of Communication Accounts  
Karnataka Circle, Bengaluru 560001

Dear Sir,

Having examined the conditions of tender and specifications, the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to provide and install required server in conformity with the specifications of the tender document and as per the schedule of prices attached herewith and made part of the Bid.

I/We undertake, if my/our Bid is accepted, to provide the server as per your Work order.

If my /our Bid is accepted, I/we will obtain the guarantees of a Scheduled Bank for a sum as specified in the contract for the due performance of the Contract.

I/We agree to abide by this Bid for a period upto 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Bid submitted by me /us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I/We understand that you are not bound to accept the lowest or any bid, you may receive.

Signature  
(in the capacity of)

Duly authorized to sign the bid for and on behalf of .....

Tele No(s):-

Fax No(s)

E-Mail Address:-

**Technical Bid for Purchase of Server in DoT**

1	Name of the firm, Address and Telephone Number	
2	Name of the Contact Person, Telephone/Mobile Number	
3	Name of the bank (With full address)	
4	Bank Account Number	
5	PAN No. (photocopy of PAN Card is to be enclosed)	
6	Latest Income Tax assessment form issued by the IT Dept. is to be enclosed.	
7	Affidavit (for proprietor firm) / copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co) to be enclosed	
8	(i) Date/year of commencement of business.	
9	A self-attested copy of authorized dealership Dealership certificate if the bidder itself is not the manufacturing firm	
11	Particulars of DD/Banker's Cheque towards EMD of Rs.9,000.	
12	Details of work orders executed during last two years [attested copy of at-least one supply order to be enclosed].	
	Sl. No	Details of client (address telephone and fax No.)
		Value of annual contract
		Duration
		from
		to
13	The tenderer should also mention in the tender the list of their service centers, nearest location of their principal's support centre and details of customer support establishment.	

**DECLARATION**

1. I, ..... son/daughter/wife of Shri Proprietor/Director/authorized signatory of the Agency/firm mentioned above, is competent to sign this declaration and execute the tender documents;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished alongwith the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law and forfeiture of EMD and Performance Guarantee.

Signature of the bidder / Authorized person

Date:

Place:

Name & seal:

\*\*\*

**CERTIFICATE REGARDING NEAR RELATIVES**

I ..... S/o ..... resident of ..... hereby certify that none of my near relative(s) as defined in Clause 1.6 of Section I in the tender document is/are employed in DoT and its subsidiaries. In case, at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

*(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)*

## Technical Specifications for Server

The server to be procured will be used as either a primary server/mirror server along with another server (configuration given in Annexure V ) already available in this office. Bidders are required to certify that that the item they will be bidding for will be compatible with the existing server configuration given in Annexure V.

1	CPU	Two Processor Intel Xeon X5650(2.66 GHZ,15MB cache,six core) processor or higher
2	CHIPSET	Intel C604 Chipset or higher
3	PCI slots	PCI express slots (3*X16+2*X8+1*X4)
4	Memory	48(6x8 GB) GB DDR-3 1333 MHz ECC Memory upgradable to 192 GB(12 DIMM Slots)
5	Storage	2X300 GB HS SAS HDD (10K or higher RPM) 2.5"
6	RAID Controller	SAS controller with minimum 4 ports supporting RAID level 0,1
7	Ethernet	Two nos.dual Port server Gigabit Ethernet on separate controllers (2 integrated port & 2 port through Ethernet card)
8	Graphics	Integrated graphic controller
9	Optical drive	Internal DVD ROM drive
10	Ports	8X USB(4F+4R),1XVGA,1XManagement port,1Xserial prot,4XRJ45
11	Monitor	TCO 05 certified 18.5" or higher TFT moniotr with 5 ms response time
12	Keyboard and Mous	OEM Keyboard and OEM optical mouse
13	Chassis and power supply	Server chasis having redundant hot swap power supply with 5 hot swap drive bays for HDD
14	Remote management	Management of the server over LAN,WAN with SSL encryption,virtual media license and KVM over IP
15	Accessories	the server should be supplied along with software utilities for system configuration,OS installation and system information,cables,user manual ,rack mount kit.Driver software for all the adapters as per the configuration and required operating system
16	Operating System	Windows Server Standard 2012 R2 edition
17	Certification	Windows & linux
18	Warranty	Five years onsite comprehensive

## Annexure V

The detailed configuration of the server already available in this office is given below  
**Model - HP Proliant ML 350e G8**

1	CPU	Two Processor Intel Xeon X5650(2.66 GHZ,15MB cache,six core) processor or higher
2	CHIPSET	Intel C604 Chipset or higher
3	PCI slots	PCI express slots (3*X16+2*X8+1*X4)
4	Memory	48(6x8 GB) GB DDR-3 1333 MHz ECC Memory upgradable to 192 GB(12 DIMM Slots)
5	Storage	2X300 GB HS SAS HDD (10K or higher RPM) 2.5"
6	RAID Controller	SAS controller with minimum 4 ports supporting RAID level 0,1
7	ethernet	Two nos.dual Port server Gigabit Ethernet on separate controllers (2 integrated port & 2 port through Ethernet card)
8	Graphics	Integrated graphic controller
9	Optical drive	Internal DVD ROM drive
10	Ports	8X USB(4F+4R),1XVGA,1XManagement port,1Xserial prot,4XRJ45
11	Monitor	TCO 05 certified 18.5" or higher TFT moniotr with 5 ms response time
12	Keyboard and Mous	OEM Keyboard and OEM optical mouse
13	Chassis and power supply	Server chasis having redundant hot swap power supply with 5 hot swap drive bays for HDD
14	Remote management	Management of the server over LAN,WAN with SSL encryption,virtual media license and KVM over IP
15	Accessories	the server should be supplied along with software utilities for system configuration,OS installation and system information,cables,user manual ,rack mount kit.Driver software for all the adapters as per the configuration and required operating system
16	Operating System	Windows Server Standard 2012 R2 edition
17	Certification	Windows & linux
18	Warranty	Five years onsite comprehensive

**Financial Bid**

<b>Sr.No</b>	<b>Name of Item</b>	<b>Quantity required</b>	<b>Unit price</b>	<b>Duties and taxes including VAT</b>	<b>Total Price</b>
1	Server	1			
2	Windows Server 2012 R2 Standard Edition - OS	1			

Certified that the above rates are inclusive of statutory taxes as may be applicable  
Certified that I agree to all the terms & conditions of the tender document

Signature of the Tenderer with seal



AGREEMENT

This agreement is made this day of .....  
between ..... (name of the contractor) herein  
after called the first party which expression shall include his heirs, executors and  
administrators/their successors and office of the CCA, Karnataka, Department of  
Telecommunications, herein after called 'DoT', the second party, through Jt.CCA herein after  
include his successors and assignees, shown as under:-

That whereas the first party shall and will deliver Computer server and related items to Office  
of the CCA,Karnataka as per all the terms and conditions given in notice inviting Tender  
dated \_\_\_\_\_ and all its sections and annexures which shall become part and parcel of this  
agreement.

This agreement is made for a period of five year with effect from.....  
as in clause 1 of section II of the bid document as decided upon to do so by the second party  
on the same terms, norms and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR  
SIGNATURES ON THIS DAY .....OF 2015.

Witness 1. Signature with date, stamp/seal of Contractor

(Signature, Name & full address)

Witness 2. for DoT

(Signature, Name & full address)

\*\*\*

**Format of PERFORMANCE BANK GUARANTEE**

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt..... (herein after called 'the said Contractor(s)' from the demand, under the terms and conditions of agreement for the supply and installation of Server and server software (hereinafter called 'the said Agreement'), for payment of security deposit on Production of a bank guarantee for Rs. ... we, (Name of the bank).....(hereinafter referred to as 'the Bank') at the request of the contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We (name of the bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so make by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.

4. We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the office of the CCA, Karnataka Circle, Bengaluru 560001 certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the Government against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said

agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contract(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (name of the bank)..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the .....day of .....

Signature

For..... (indicate the name of the bank)

Telephone No(s)

FAX No.

e-mail:

[to be issued on non judicial stamp paper, stamped in accordance with the Stamp Act]

**UNDERTAKING**

1 I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed order of the office of the CCA Karnataka and shall abide by them.

2 I/We also undertake that I/We have understood technical specifications mentioned in the mentioned in the Tender No. .... Dated \_\_\_\_\_ and shall conduct the work strictly as per the clauses of the tender document

3 I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

4 I/We also undertake that the spare/parts to be replaced/supplied will be in accordance with specifications given in Notice Inviting Tender and I/We shall be responsible for rejection/cancellation of contract if the replacement of parts/spares and the work are not found up to the mark or for civil/criminal proceedings if the materials replaced/supplied is found sub-standard.

**Date:**

**Place:**

**Signature of the Tenderer with stamp of the firm**

**CERTIFICATE of COMPATIBILITY**

I ..... S/o ..... resident of ..... hereby certify that I have reviewed the Technical specifications of the server in Annexure IV and certify that the new server to be supplied is compatible to act as a Primary or Mirror server in tandem with the server configuration provided in Annexure V .

SIGNATURE OF THE TENDERER WITH NAME AND ADDRESS

**ANNEXURE XI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject :- Authorization for attending bid opening on ..... (date) in the tender for purchase of servers in the office of the CCA,Karnataka circle, Bengaluru

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Signature of the Tenderer Or  
Officer authorized to sign the bid  
Documents on behalf of the Tenderer

Note

1. Maximum of two representatives will be permitted to attend bid opening in cases where it is restricted to one first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**Signature of the Tenderer & Seal**