

HCC No. 59/2021

**HIGH COURT OF KARNATAKA,
HIGH COURT BUILDINGS, BENGALURU-1
DATED: 26th AUGUST, 2022.**

ADDENDUM

High Court of Karnataka, Bengaluru vide Tender Notification No. HCK_DJ/2022-23/IND204 dated 22.08.2022 had called for tender towards procurement of 150 nos. of Desktops in the Karnataka State Judiciary.

The last date fixed for uploading tender on 07.09.2022 at 4.00 PM remains same. There are addition of two sub clauses 5(e) and 5(f). For more details visit <https://eproc.karnataka.gov.in> website.

Therefore this addendum is published and enclosed herewith.

**Sd/-
(N.G.DINESH)
REGISTRAR (COMPUTERS) AND
TENDER INVITING AUTHORITY
HIGH COURT OF KARNATAKA,
BENGALURU**

**Tender No. HCK DJ/2022-23/IND204, Office file number: HCC-59-2021
for Procurement of 150 number of Desktops dated : 22.08.2022, to the
High Court of Karnataka**

Addendum to the RFP Clause 5: Qualification Criteria of RFP

- e) **Certification:** Energy Star 8.0, EPEAT Silver India Registered, RoHS Compliance & BIS for Product. OEM should be amongst the TOP 3 Vendors for commercial AIO Desktops or Personal Computers PCs products as per IDC report in India for the last three consecutive quarters. Copy of the IDC report needs to be submitted along with the Technical Bid
- f) **Land Sharing:** As per 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 – the OEM shall follow and declare Land sharing clause as per **Annexure-8**.

ANNEXURE-08

Land Sharing Clause 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.

**To:
The Registrar General,
High Court of Karnataka,
Bengaluru – 560 001.**

Dear Sir,

Subject: Supply, Installation, Testing and Commissioning of Desktops PCs for High Court of Karnataka
(On Rs.100/- stamp paper, Notarized)

I/We hereby submitting our bid for Supply and Installation, Testing and Commissioning of Desktops PCs for High Court of Karnataka as per the tender specification, the scope of the work.

1. I/We hereby undertake that,

- a) Supply, Installation, Testing, and Commissioning of Desktops PCs for High Court of Karnataka 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 3 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 5 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 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**