

HCC No. 38/2022

**HIGH COURT OF KARNATAKA,  
HIGH COURT BUILDINGS, BENGALURU-1  
DATED: 10<sup>th</sup> OCTOBER 2022.**

**CORRIGENDUM/ADDENDUM**

**Sub:** Procurement of 81 nos. of Copier Machines to the High Court of Karnataka, Bengaluru Benches at Dharwad and Kalaburagi and District Judiciary in the State. -reg.

**Ref:** Tender Notification no. HCK\_DJ/2022-23/IND213 dated 23.09.2022.

\* \* \*

The High Court of Karnataka, Bengaluru vide Tender Notification No. HCK\_DJ/2022-23/IND213 dated 23.09.2022 had called for tender towards procurement of 81 nos. of Copier Machines to High Court of Karnataka and District Judiciary in the State. Corrigendum/Addendum is enclosed as **Annexure-7** under Clause 5(C) qualification Criteria to be followed along with the RFP Tender HCK\_DJ/2022-23/IND213 dated 23.09.2022.

The last date fixed for uploading tender on 10.10.2022 at 4.00 PM is hereby extended upto 17.10.2022 at 4.00 PM. For more details visit <https://eproc.karnataka.gov.in> website.

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

**(5) Qualification Criteria:-**

**Clause 5('C): - 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-7**.

**Note:** - *In case the bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing Land Border with India, such vendor will be required to be registered with the competent authority.*

**ANNEXURE-7**

**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 and Commissioning of Copier Machines to the High Court of Karnataka and District & Taluka Courts)  
(On Rs.100/- stamp paper, Notarized)

I/We hereby submitting our bid for Supply and Installation and Commissioning of Copier machines to the High Court of Karnataka and District and Taluka Courts in Karnataka State as per the tender specification, the scope of the work.

1. I/We hereby undertake that,

- a) Supply, Installation, and Commissioning of Copier machines to the High Court of Karnataka, District and Taluka Courts in the 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 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**