



## **TENDER DOCUMENT**

**Tender No. B<sub>11</sub> – 4060/10/CT dated 16-01-2012**

**G.O (Rt) No.766/2011/CT dated 25-10-2011**

### **PURCHASE OF LAPTOPS, IMPACT DOT MATRIX PRINTER INSTALLED IN DEPARTMENT VEHICLE WITH ADAPTER FOR CHARGING FROM VEHICLE.**

COMMERCIAL TAXES DEPARTMENT

GOVERNMENT OF KERALA

Public Office Building

Thiruvananthapuram

Tel: 0471-2321252, 2321281

Fax: 0471-2335427, 2325854

email : [commissioner@keralataxes.gov.in](mailto:commissioner@keralataxes.gov.in)

Note: Soft copy of this tender document is available at [www.keralataxes.gov.in](http://www.keralataxes.gov.in) for bidders' use. The tender shall be submitted in original with separate printouts of the filled up formats duly attached with the original document. Changes made in the content of the tender Document in any form will be considered as non-responsive offer.

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## 1. NOTICE INVITING TENDER

**Tender No. B<sub>11</sub> – 4060/10/CT dated 16-01-2012**  
**G.O (Rt) No.766/2011/CT dated 25-10-2011**

The Commissioner, Commercial Taxes Department, Government of Kerala invites sealed tenders from reputed firms for **PURCHASE OF LAPTOPS, IMPACT DOT MATRIX PRINTER INSTALLED IN DEPARTMENT VEHICLE WITH ADAPTER FOR CHARGING FROM VEHICLE**. A Non-Refundable Tender Fee of Rs.2000 + 4% VAT + CESS (Rupees Two Thousand + 4% VAT + CESS) should be submitted along with the bid in the form of Demand Draft in favour of The Commissioner, Commercial Taxes Department, payable at Thiruvananthapuram.

A Refundable Earnest Money Deposit of Rs.1,00,000 (Rupees one Lakhs only) should be submitted along with the bid in the form of Demand Draft in favour of The Commissioner, Commercial Taxes Department, payable at Thiruvananthapuram. EMD of unsuccessful tenderers will be refunded one month after the bid validity or one month after award of the tender. EMD of successful tenderer will be refunded after submitting the security deposit and agreement. EMD is liable to be forfeited in case (1) the tenderer withdraws his tender after opening the tenders (2) the successful tenderer fails to furnish the Security Deposit within fifteen days after acceptance or fails to enter into agreement for supply of the items in the tender within fifteen days. No interest shall accrue on EMD.

An agreement in Kerala Government stamp paper of value Rs.100/- (Rupees One Hundred only), in the format specified in ANNEXURE - II, duly filled and signed should be submitted along with the bid.

The tender should be submitted in original with separate printouts of the filled up formats duly attached with the original document along with all relevant documents in support of the eligibility and technical criteria.

### **Important Dates & Time of the Tender**

Event	Date	Time
Publication of Tender document at <a href="http://www.keralataxes.gov.in">www.keralataxes.gov.in</a>	17-01-2012	
Publication of Tender notice in news papers	18-01-2012	
Pre-bid meeting	28-01-2012	3:00pm
Submission of tender	18-02-2012	2:00pm
Opening of tender	18-02-2012	3:00pm
Opening of Sealed Commercial Bids	18-02-2012	4:30pm

*Note:- Venue at the chamber of Commissioner, Commercial Taxes, Public Office Building, Thiruvananthapuram.*

Tender Document shall be available only on the Internet and shall not be available for sales elsewhere.

Requests for clarifications shall be sent by e-mail to the undersigned, so as to reach him 24 hours before the pre-bid meeting. All clarifications will be made in the pre-bid meeting.

The undersigned reserves all rights to amend or cancel the tender without prior notice at any point of time

The Commissioner  
Commercial Taxes Department  
Public Office Building  
Thiruvananthapuram  
Tel:0471 – 2321252 , 2321281  
Fax: 0471 - 2335427,2325854  
email : [commissioner@keralataxes.gov.in](mailto:commissioner@keralataxes.gov.in)  
website : [www.keralataxes.gov.in](http://www.keralataxes.gov.in)

## 2. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT

### 2.1 How to prepare the tender document

- Download this tender document from [www.keralataxes.gov.in](http://www.keralataxes.gov.in)
- Read carefully all pages and sign all pages.
- Prepare the tender with the following contents, enclose them in a cover labeled **'PURCHASE OF LAPTOPS, IMPACT DOT MATRIX PRINTER INSTALLED IN DEPARTMENT JEEP WITH ADAPTER FOR CHARGING FROM VEHICLE'** and seal the cover.
  - *Signed copy of the down loaded tender document.*
  - *Filled up and signed Pre-qualification format specified in Section. 6.*
  - *Instruments for Tender Fee and Earnest Money Deposit*
  - *Agreement in Rs.100/- Kerala Government Stamp Paper duly filled and signed by the bidder.*
  - *Attested copies of the documents specified in Section – 6 in proof of the Eligibility Criteria.*
  - *Filled up and signed Technical Specifications and Compliance format specified in Section – 7.*
  - *Attested copies of Technical brochures in proof of the Technical Compliance specified in Section – 7.*
  - *Filled up and signed financial quote in the format specified in Section – 8.*
- The Bids shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized by the bidder. The person or persons signing the bid shall sign all pages of the bid and affix the office seal.

### 2.2 How to Submit the tender document

Submit the tender to the Commissioner, Commercial Taxes Department, Government of Kerala, Public Office Building, Thiruvananthapuram, either by hand delivery or by registered post so as to reach him on or before the last date and time specified in the Tender Notice.

### **3. GENERAL CONDITIONS**

#### **3.1 Who can participate in the tender.**

- Companies who fulfill the Eligibility criteria specified in Section – 6 shall submit the tender.
- The tenderer shall fulfill compliance of the Technical Specifications.

#### **3.2 Pre-bid meeting and clarifications**

- A pre-bid meeting will be held on the specified date and time at the office of the Commissioner.
- Vendors shall send their questions by e-Mail so as to reach the Commissioner 24 hours before the commencement of the pre-bid meeting.
- Such vendors can depute maximum 2 representatives for attending the pre-bid meeting.
- All questions will be clarified in the pre-bid meeting and the same will be published at [www.keralataxes.gov.in](http://www.keralataxes.gov.in)

#### **3.3 Warranty**

- The equipments supplied should be covered by a comprehensive warranty for a period of three years and extended two year maintenance support by the equipment manufacturer. This includes all parts including printer clamp / fixtures but excluding print cartridge.
- The vendors should replace the defective parts on call basis within 3 days of reporting under warranty.

#### **3.4 Communication regarding award of contract and acceptance**

- Communication regarding award of contract will be sent to the successful bidder from the Office of the Commissioner by e-mail ([commissioner@keralataxes.gov.in](mailto:commissioner@keralataxes.gov.in)) and by registered post. Receipt of this communication shall be acknowledged by the recipient by return. The date of e-Mail will be treated as the date of communication.
- On receipt of the above communication the awardee shall send his unconditional acceptance in the format specified in ANNEXURE – 1, and execute an agreement and performance bank guarantee of 10% of the contract value from any nationalized bank for the tenure of the contract within 15 days from the date of communication.

#### **3.5 Other conditions**

- The tenderer shall comply with delivery conditions including the time

required for the supply and installation of the equipments tendered as per the schedule prescribed in the tender document.

- For the purpose of evaluation of the technical and financial bids the cost of Laptops, printers, Car chargers and accessories etc. will be considered together and the tenderer shall quote all the items.
- The final acceptance of the tender rests entirely with the Government and it will not be binding to the Government to accept the lowest tender.
- Start of contract shall be from the date of Purchase order.
- The equipments shall be delivered at the specified locations within 6 weeks from the date of receipt of the purchase order.
- The rate quoted shall be inclusive of all taxes, duties, etc.
- General Store Purchase Rules will be applicable in all cases.

### **3.6 Payments**

- 90% Payments shall be made on completion of the delivery & installation and acceptance of equipment on a pro rata basis at site. Balance 10% of the payments shall be made on completion of the warranty and maintenance support period.
- The initial payment will be made based on Invoices raised, which have to be submitted with Delivery challans and Delivery Acceptance, Installation Reports and installation acceptance report duly attested by the authorities concerned. The balance payment will be made on satisfactory fulfillment of the contract.
- The performance bank guarantee will be released only after the completion of the warranty and maintenance support period.

## 4. SUMMARY OF REQUIREMENTS

### 4.1 EQUIPMENT REQUIREMENT

Sl No	Item Description	Quantity
1	Laptop for Intelligence Squads	75
2	Laptop for Officers	51
3	Vehicle mount Impact Dot Matrix Printer	75

### 4.2 Places of Delivery.

	DC(I) Office	District
1	DC(Deputy Commissioner) (Int)	Thiruvananthapuram
2	DC(Deputy Commissioner) (Int)	Ernakulam
3	DC(Deputy Commissioner) (Int)	Kozhikode

	IAC(I) Office	District
1	IAC (Intelligence)	Thiruvananthapuram
2	IAC (Investigation Branch)	Thiruvananthapuram
3	IAC (Commercial Investigation)	Thiruvananthapuram
4	IAC (Intelligence)	Kollam
5	IAC (Intelligence)	Alappuzha
6	IAC (Intelligence)	Pathanamthitta
7	IAC (Intelligence)	Kottayam
8	IAC(IB), Kottayam	Kottayam
9	IAC (Intelligence)	Idukki
10	IAC (Intelligence)	Ernakulam
11	IAC (Investigation Branch)	Ernakulam
12	IAC (Int.), Mattancherry	Mattancherry
13	IAC (Intelligence)	Thrissur
14	IAC (Intelligence)	Palakkad
15	IAC (Investigation Branch)	Palakkad
16	IAC (Intelligence)	Malappuram
17	IAC (Intelligence)	Kozhikode
18	IAC (Investigation Branch)	Kozhikode
19	IAC (Intelligence)	Wayanad
20	IAC (Intelligence)	Kannur
21	IAC (Intelligence)	Kasargod

No	IO (Squads) Office	Dist
1	IO 1 (Rapid Action),O/o DC(I),Thiruvananthapuram	Thiruvananthapuram
2	IO 2 (Rapid Action),O/o DC(I),Thiruvananthapuram	Thiruvananthapuram
3	IO.1(Intelligence Officer)	Thiruvananthapuram
4	IO.2(Intelligence Officer)	Thiruvananthapuram
5	IO.3(Intelligence Officer)	Thiruvananthapuram
6	IO.4(Intelligence Officer)	Thiruvananthapuram
7	IO.5(Intelligence Officer)	Thiruvananthapuram
8	IO (Intelligence Officer)(IB)	Thiruvananthapuram
9	IO 2 (Intelligence Officer)(IB)	Thiruvananthapuram
10	IO.1(Intelligence Officer)	Kollam
11	IO.2(Intelligence Officer)	Kollam
12	IO.3(Intelligence Officer)	Kollam
13	IO.4(Intelligence Officer)	Kollam
14	IO 1 (Intelligence Officer)(IB)	Kollam
15	IO(Intelligence Officer)	Pathanamthitta
16	IO.2(Intelligence Officer)	Pathanamthitta
17	IO (Intelligence Officer)	Alappuzha
18	IO.2(Intelligence Officer)	Alappuzha
19	IO(Intelligence Officer)(IB)	Alappuzha
20	IO.1(Intelligence Officer)	Kottayam
21	IO.2(Intelligence Officer)	Kottayam
22	IO.3(Intelligence Officer)	Kottayam
23	IO.4(Intelligence Officer)	Kottayam
24	IO.5(Intelligence Officer)	Kottayam
25	IO(Intelligence Officer)(IB)	Kottayam
26	IO.1(Intelligence Officer)	Idukki
27	IO.2(Intelligence Officer)	Idukki
28	IO.3(Intelligence Officer)	Idukki
29	IO.4(Intelligence Officer)	Idukki
30	IO.5(Intelligence Officer)	Idukki
31	IO(Intelligence Officer)(IB)	Idukki
32	IO 1 (Rapid Action),O/o DC (I),Ekm	Ernakulam
33	IO 2 (Rapid Action),O/o DC (I),Ernakulam	Ernakulam
34	IO 3 (Rapid Action),O/o DC (I),Ernakulam	Ernakulam
35	IO.1(Intelligence Officer)	Ernakulam
36	IO.2(Intelligence Officer)	Ernakulam
37	IO.3(Intelligence Officer)	Ernakulam

38	IO.4(Intelligence Officer)	Ernakulam
39	IO.5(Intelligence Officer)	Ernakulam
40	IO.6(Intelligence Officer)	Ernakulam
41	IO.7(Intelligence Officer)	Ernakulam
42	IO.8(Intelligence Officer)	Ernakulam
43	IO(Intelligence Officer)(IB)	Ernakulam
44	IO.1(Intelligence Officer)	Mattanchery
45	IO.2(Intelligence Officer)	Mattanchery
46	IO.3(Intelligence Officer)	Mattanchery
47	IO.4(Intelligence Officer)	Mattanchery
48	IO.5(Intelligence Officer)	Mattanchery
49	I.O(Intelligence Officer)(IB)	Mattanchery
50	IO.1(Intelligence Officer)	Thrissur
51	IO.2(Intelligence Officer)	Thrissur
52	IO.3(Intelligence Officer)	Thrissur
53	IO.4(Intelligence Officer)	Thrissur
54	IO(Intelligence Officer)(IB)	Thrissur
55	IO.I(Intelligence Officer)	Palakkad
56	IO 2(Intelligence Officer)	Palakkad
57	IO3(Intelligence Officer)	Palakkad
58	IO 4(Intelligence Officer)	Palakkad
59	IO 5(Intelligence Officer)	Palakkad
60	IO 6(Intelligence Officer)	Palakkad
61	IO 7(Intelligence Officer)	Palakkad
62	IO 8(Intelligence Officer)	Palakkad
63	IO 9(Intelligence Officer)	Palakkad
64	IO(Intelligence Officer)(IB)	Palakkad
65	IO.1(Intelligence Officer)	Malappuram
66	IO.2(Intelligence Officer)	Malappuram
67	IO.3(Intelligence Officer)	Malappuram
68	IO.4(Intelligence Officer)	Malappuram
69	IO.5(Intelligence Officer)	Malappuram
70	IO(Intelligence Officer)(IB)	Malappuram
71	IO.I(Intelligence Officer)	Kozhikod
72	IO.2(Intelligence Officer)	Kozhikod
73	IO.3(Intelligence Officer)	Kozhikod
74	IO.4(Intelligence Officer)	Kozhikod
75	IO.5(Intelligence Officer)	Kozhikod
76	IO.6(Intelligence Officer)	Kozhikod
77	IO.I(Intelligence Officer)(IB)	Kozhikod
78	IO.2(Intelligence Officer)(IB)	Kozhikod

79	IO.1(Intelligence Officer)	Wayanad
80	IO.2(Intelligence Officer)	Wayanad
81	IO.3(Intelligence Officer)	Wayanad
82	IO(Intelligence Officer)(IB)	Wayanad
83	IO 1.(Intelligence Officer)Kannur	Kannur
84	IO 2,(Intelligence Officer)Kannur	Kannur
85	IO.1, (Intelligence Officer)Thalassery	Kannur
86	IO.2, (Intelligence Officer)Thalassery	Kannur
87	IO.1,(Intelligence Officer)Mahe	Kannur
88	IO.2,(Intelligence Officer)Mahe	Kannur
89	IO(Intelligence Officer)(IB)	Kannur
90	IO.I(Intelligence Officer)	Kasargod
91	IO.2(Intelligence Officer)	Kasargod
92	IO.3(Intelligence Officer)	Kasargod
93	IO.4(Intelligence Officer)	Kasargod
94	IO.5(Intelligence Officer)	Kasargod
95	IO.6(Intelligence Officer)	Kasargod
96	IO(Intelligence Officer)(IB)	Kasargod
97	VAT Helpline (1 No)	Thiruvananthapuram
98	Data Mining Team (3 Nos)	Thiruvananthapuram
99	IT Management Cell (2 Nos)	Thiruvananthapuram

## 5. SCOPE OF WORK

The laptops shall be delivered to the designated officers mentioned above. The printers shall be mounted in the rear seat position of the assigned vehicles using clamps / fixtures. The vendor shall make necessary integration of the Laptop with printers using standard USB connectors and facilitate for charging from the vehicle. The vendor shall ensure authorized service providers in all districts and shall provide with a centralized complaint registration facility in English and Malayalam. The warranty of the equipments shall also cover accidental damages.

### 5.1 Laptops

- Laptops should be delivered to the specified Officers at the respective locations with pre-loaded operating system, antivirus and other software prescribed under section 7.
- Repair / Formatting / Replacement of spares if required, should be done on call basis during warranty / maintenance support period within 3 days from the date of reporting.
- The battery warranty shall be at par with that of the total support period of Laptops.

## **5.2 Impact Dot Matrix Printer**

- Printers should be installed in respective Department vehicles at various locations specified by the Department.
- The printers shall be mounted in the rear seat position of the assigned vehicles using clamps / fixtures.
- Repair / Replacement of spares should be done on call basis during warranty / maintenance support period within 3 days from the date of reporting.
- Warranty / maintenance support of printers shall include all components excluding print ribbon and cartridge.
- Quarterly maintenance check up of full functionality of the equipment is mandatory.

## **6. ELIGIBILITY CRITERIA AND FORMAT FOR THE PRE-QUALIFICATION**

### **6.1 Eligibility Criteria**

1. Turn over 2009-10 / 2010-11 : Rs.5 Crore  
(Audited Financial Statement shall be furnished)
2. Certification : Valid ISO 9001:2000 certificate  
(Copy of the ISO certificate shall be furnished)
3. VAT registration : Valid registration in Kerala  
(Copy of the VAT registration certificate shall be furnished)
5. PAN registration  
(Copy of PAN card shall be furnished)
6. Presence in Kerala for IT business : 3 years  
(Copy of the certificate of incorporation / registration shall be furnished)
7. The bidder should have at least one registered office in Kerala.  
(Give the full address and Telephone No.)
8. The bidder should have service centres/ authorized service centers in all districts of Kerala for the servicing of equipments.  
(Give the full address and Telephone No.)
9. The bidder should have received minimum 3 orders from Kerala worth Rs. 10 lakhs each during the last 3 years.  
(Copy of the purchase orders shall be furnished)

## 6.2 Pre-Qualification Format

Eligibility criteria	Whether complied	Whether attested copy of the relevant certificate enclosed	Details of the certificate enclosed
1			
2			
3			
4			
5.			
6.			
7.			
8.			
9.			

## **7. TECHNICAL SPECIFICATIONS AND FORMAT FOR THE TECHNICAL COMPLIENCE**

### **7.1 Laptop Specification for Intelligence Squads**

<b>Sl. No</b>	<b>Feature</b>	<b>Specification</b>
1	Processor	Intel Core 2 Duo
2	Chipset	Intel Chipset
3	Memory	2 GB DDR2 SDRAM
4	Hard Disk	320GB 7200rpm Hard Drive
5	Screen	14.0" HD + (1366x768) Anti-glare LED Panel
6	Operating System	LINUX
7	Software	Open Office
8	Optical Drive	8X DVD+/-RW Drive
9	Networking	Integrated 10/100/1000 Gigabit Ethernet Port, Wireless(Wi-Fi), Bluetooth
10	I/O Ports	Network connector (RJ-45); USB 2.0 -3
11	Battery	3 Hours back up. Adapter to charge from Vehicle
12	Carry Case	Carry Case/ Backpack
13	Certifications	Energy Star 5.0; EPEAT Gold; RoHS
14	Warranty	3 Years warranty +2 Years maintenance Next Business Day Onsite Support.
15	Key Board	Spill Proof, Anti Microbial Protection, Backlit KeyBoard.

### **7.2 Laptop Specification for Officers.**

<b>Sl. No</b>	<b>Feature</b>	<b>Specification</b>
1	Processor	Intel Core i3-2100M (2.5GHz, 3M cache)
2	Chipset	Intel Q65 Express Chipset
3	Memory	4 GB (1x4GB) 1333MHz DDR3 SDRAM
4	Hard Disk	320GB 7200rpm Hard Drive
5	Graphic Card	Intel HD Graphics 3000 with PC Card Slot
6	Screen	14.0" HD + (1366x768) Anti-glare LED Panel
7	Camera	2 Mega Pixel with Digital Microphone
8	Operating System	Pre-installed and registered Genuine Windows 7 Professional 64bit with Media and Microsoft Security Essentials
9	Software	Open Office
10	Optical Drive	8X DVD+/-RW Drive
11	Networking	Integrated 10/100/1000 Gigabit Ethernet Port, Wireless(Wi-Fi), Bluetooth

12	I/O Ports	Network connector (RJ-45); USB 2.0 (4) – 1 USB / eSATA combo; Stereo headphone Microphone combo jack
13	Security Features	Advanced Anti Virus s/w with internet security + 5 year license
14	Battery	5 Hours Hours back up with charger
15	Carry Case	Carry Case/ Backpack
16	Certifications	Energy Star 5.0; EPEAT Gold; RoHS
17	Warranty	3 Years warranty +2 Years maintenance Next Business Day Onsite Support.
18	Key Board	Spill Proof, Anti Microbial Protection, Backlit KeyBoard.
19	Mouse	Traveler mouse

### 7.3 Specification for Vehicle mount Impact Dot Matrix Printer

Sl. No	Feature	Specification
1.	Printer Type	Impact DOT matrix printer
2.	Print speed	Upto 300 cps (10 cpi)
3	Printer Haed	80 col; 24 pin
4.	Paper size	Standard A4, Legal. (plain, recycled, light, heavy, bond, rough)
5.	Connectivity	Standard USB 2.0,
6.	Input Power	Adapter for Charging from Vehicle
7.	Mount	Vehicle Mount kit
8.	Printer Driver	LINUX and Windows compatible
9.	Warranty	3 Years warranty +2 Years maintenance Next Business Day Onsite Support.

### 8. FORMAT FOR THE FINANCIAL QUOTE

Sl No:	Item	Unit Price inclusive of all charges (Indian Rupees)	Quantity	Total Prices for the quantity offered (Indian Rupees)
1	Laptops for Squads			
2	Laptops for Officers			
3	Vehicle mounted Printer, Mount Kit with charging Adapter			
<b>TOTAL</b>				

## **9. SPECIAL TERMS AND CONDITIONS**

### **Special Terms and Conditions**

1. Tenderers shall invariably specify in their tenders, the delivery conditions including the time required for the supply and installation of the articles tendered for.
2. The final acceptance of tenders rests entirely with Government who do not bind themselves to accept the lowest tender.
3. Tenderers should be prepared to provide onsite warranty / maintenance support for satisfactory performance for all the equipment supplied/installed by them for a period of 5 years.
4. The tender shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement.
5. Failure to supply and install the items within the specified time as per the agreement will attract a penalty of 0.5% of the cost of the items per week will be levied.
6. Every tender should be accompanied by an agreement in the prescribed format prescribed in ANNEXURE-2 in Kerala Government Stamp Paper worth Rs.100/-.
7. The Commissioner, Commercial Taxes, reserves all right to reject any tender or all tenders without recording any reason thereof.
8. The offer of the tender shall remain valid for 90 days from the date of opening Tender.
9. The successful tenderer should be prepared to guarantee satisfactory performance by providing bank guarantee for an amount of 10% of the bid amount from a nationalized bank. The bank guarantee will be released on expiry of the contract. The bank guarantee is liable to be forfeited either in full or in part, if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and the Purchase Orders placed on him.
10. The successful tenderer shall engage a Project Coordinator for effective project management. CTD will designate an officer as resource person for necessary interaction with the Project Coordinator. The resource person so nominated shall be the single point of contact for the Supplier. The resource person will be the single authority from CTD to approve all documents related to Deliveries, Acceptance, Installation, Implementation and Commissioning Activities.

11. The successful tenderer shall provide one set of complete documentation in the form of Hardcopy and Softcopy. The documentation includes both the system documentation coming with the hardware and the documentation of installation, configuration and usage requirements.
12. The Commercial Taxes Department shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other tests gadgets including access to drawings shall be furnished to the inspectors at no charge to the purchaser. In case the venue is fixed at the HQ of the purchaser, the supplier must arrange all facilities including the testing instruments at his own cost. Fixation of the venue is fully at discretion of the Commercial Taxes Department. Should any inspected or tested goods fail to conform to the specifications the Commercial Taxes Department may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Commercial Taxes Department.
13. General Store Purchase Rules will be applicable in all cases.
14. No tender received after the specified date and time will be accepted on any account.
15. Tenders not stipulating period of firmness and tenders with price variation clause and / or 'subject to prior sale' conditions are liable to be rejected.
16. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will be forfeited to Government or such action taken against him as Government think fit
17. The successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
18. In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Commissioner, Commercial Taxes be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

19. Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
20. The security deposit shall subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Commissioner and the contractor, the Commissioner shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
21. The Contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Commissioner, Commercial Taxes who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
22. In case the contractor becomes insolvent, or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors, for the settlement of his debts, carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Commissioner, Commercial Taxes to the Contractor be determined and the Department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by

the contractor to Government, and may be recovered from his properties under the provisions of the Revenue Recovery Act in force in the State.

23. In case the contractor fails to supply and deliver any of the said articles and things, within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants stipulations and agreements herein contained, and in his part to be observed and performed, then and in any such case it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Commissioner, Commercial Taxes put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise, to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
24. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court of competent jurisdiction in Thiruvananthapuram.
25. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Commissioner, Commercial Taxes or Government or any other person authorized by Government and set off against any claim of the Commissioner, Commercial Taxes or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Commissioner, Commercial Taxes or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from his under any other contracts.
26. Every notice hereby required or authorized to be given maybe either given to the contractor personally or last known place of business, or may be handed over to his agent personally, or may be addressed to the contractor

by post or e-mail at his usual or last known place of business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which, in the ordinary course, a communication so addressed would reach his place of business.

27. No representation for enhancement of rates once accepted will be considered.
28. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
29. The prices quoted should be inclusive of all customs/excise duties, taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
30. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Commissioner, Commercial Taxes.
31. Each page of this document should be signed by the tenderer in token of acceptance of the conditions of this tender.
32. All disputes and differences whatsoever arising during the period of contract shall be settled by mutual consultation by the signatories or their designated nominees. Should the dispute / differences remain unresolved, arbitration proceedings may be followed in accordance with the provisions of Arbitration and Conciliation Act, 1996. An award passed by the Arbitrator may be final and binding and may be a condition precedent for either party to resort to any proceedings before any court of Law. The Arbitration shall be conducted in Thiruvananthapuram and proceedings shall be in English Language. The Court in Thiruvananthapuram only shall have jurisdiction to deal with the cases.

The tenders submitted without fulfilling the conditions as stated above will be summarily rejected.

**10. ANNEXURES**

**ANNEXURE-1**

**ACCEPTANCE LETTER**

To,

The Commissioner,  
Commercial Taxes Department,  
Public Office Building  
Thiruvananthapuram

Sub: Acceptance of the offer for award of contract - PURCHASE OF LAPTOPS,  
IMPACT DOT MATRIX PRINTER INSTALLED IN DEPARTMENT VEHICLE  
WITH ADAPTER FOR CHARGING FROM VEHICLE.

Ref: 1. Tender No: B11 – 4060/10/CT dated 16-01-2012  
2. Communication from the Commissioner of Commercial Taxes dated  
.....

Dear Sir,

1. I / we hereby unconditionally accept your offer on the above tender
2. It is also clarified that after unconditionally accepting the offer in its entirety, it is not permissible to put any remarks / conditions in the tender enclosed in envelopes "Technical Bid" & "Financial Bid".

Yours Faithfully,

(Signature of the Bidder)

Date:

with rubber stamp

**AGREEMENT**

*(To be submitted on Kerala Government Stamp Paper of Rs.100/-)*

ARTICLES OF AGREEMENT executed on this the .....Two thousand and nine and .....between the Governor of Kerala (hereinafter referred to as “the Government”) of the one part and Shri.....(H.E. name and address of the tenderer) hereinafter referred to as “the bounden”) of the other part.

Whereas in response to the notification No **B11-4060/10/CT** dated \_\_\_\_\_, the bounden has submitted to the Government a tender for the items specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with the Government a sum of Rs. .... as Earnest Money Deposit for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

Now these presents witness and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Government and the Contract for the PURCHASE OF LAPTOPS, IMPACT DOT MATRIX PRINTER INSTALLED IN DEPARTMENT VEHICLE WITH ADAPTER FOR CHARGING FROM VEHICLE. is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government by appropriating the Earnest Money Deposit deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness whereof Shri.....(H.E. name and designation) for and on behalf of the Governor of Kerala and Shri..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri.....(date).....

In the presence of witnesses:

1. ....
2. ....

Signed by Shri.....(date).....

In the presence of witnesses:

- 1.....
- 2.....