



# BRUHAT BANGALORE MAHANAGARA PALIKE

OFFICE OF THE IT ADVISOR  
N R SQUARE, BBMP HEAD OFFICE  
BANGALORE - 560002  
Tel: 22247627 / 22133029

## TENDER NOTIFICATION - 3<sup>rd</sup> CALL No. BBMP/SYS/GL/638/11-12

TENDER DOCUMENT FOR SUPPLY OF APPLE new  
I-PAD-4 TO  
BRUHAT BANGALORE MAHANAGARA PALIKE

### THROUGH E-PROCUREMENT PORTAL

TENDER DOCUMENTS MAY BE  
DOWNLOADED FROM THE

E-PROCUREMENT PORTAL FROM : 20/09/2013

LAST DATE AND TIME FOR : 19/10/2013 till 16.00 hours  
RECEIPT OF TENDERS

TIME AND DATE OF OPENING OF : 24/10/2013 at 12.00 hours  
TECHNICAL BID

OPENING OF FINANCIAL BID : Will be informed to  
the Firms Selected Through  
Technical Bid evaluation Process

PLACE OF OPENING OF TENDER :

ADDRESS FOR COMMUNICATION :

O/o Advisor IT  
2<sup>nd</sup> floor Annex Building,  
N R Square, Bangalore 560002

# Table of Contents

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1	Introduction
2	Eligibility criteria
2.1	Legal Status, turnover
2.2	Support centre details
2.3	Checklist information
2.4	Documents to be enclosed
3	Terms and conditions of the tender
3.1	Price
3.2	Freight
3.3	Warranty
3.4	Delivery
3.5	Payment
3.6	Excise
3.7	Integration
3.8	Validity
3.9	Non performance penalty
3.10	Performance security
3.11	Corrupt and fraudulent practices
3.12	Others
4	Annexures
Annexure A	Specifications
Annexure B	Performance Security Bank Guarantee
Annexure C	Financial status of the company
Annexure D	Projects executed / implemented
Annexure E	Details of support centres in Karnataka
Annexure F	Affidavit format
Annexure G	Manufacturers Authorization form
Annexure H	Commercial bid
Annexure I	Checklist of documents
Annexure J	Service level agreement copy
Annexure J1	Service call register
Annexure J2	Non performance penalty

# 1 Introduction

The BBMP invites tender in two cover system for supply and installation of Apple new I-PAD 4 through e-procurement portal of Government of Karnataka (<https://eproc.karnataka.gov.in>). Prospective manufacturers willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

Sl. No	Particulars	Quantity
1	Apple new I-PAD 4 (4G 64 GB)	218
2	Hands on training on Apple I-PAD 4 Basics & Office applications Training should be provided for 27 personnel x 2 days x 8 batches	218 personnel
3	Deputation of Technical Personnel for minimum period of 3 months at BBMP	02

The detailed specifications for the above are given in Annexure - 'A' (i) Technical Bid and (ii) Commercial Bid. The technical bid should contain technical literature and certificates. The commercial bid should contain only the cost. The last date and time for submission of tender is as shown on e-Procurement portal. The opening of technical bid will be held at this office on the date as mentioned in e-Procurement portal.

## 2 Eligibility Criteria

### 2.1 Legal Status and turnover

- i. The legal status, place of registration and principal place of business of the manufacturer or authorized dealer. The tenderer should be in business in India for more than 3 years as on 31.03.2013.  
This should be supported by the certificate of Registration issued under the Companies Act by a competent authority.
- ii. The average annual turnover of the tenderer should be a minimum of Rs. 3 Crores for each of the three preceding financial years.

This should be supported by audited balance sheet of the Company duly audited by the Chartered Accountants for the financial years 2010-11, 2011-12, 2012-13 (Annexure - 'C')

- iii. The tenderer should have a net worth of a minimum of Rs. 1 crores for the preceding 3 years i.e., for 2010-11, 2011-12, 2012-13.

This should be supported by the Annual Report of the Company for the 3 preceding financial years. (Annexure - 'C')

- iv. The tenderer should have made profits in the preceding 3 financial years.

This should be supported by copies of profit and loss account of the company for the preceding 3 financial years i.e., for 2010-11, 2011-12, 2012-13. (Annexure - 'C'). The Company should not be facing any litigation.

An abstract as in Annexure-'C' in the company's letterhead duly stamped and signed by the company's authorized representative along with the seal and signature of the chartered accountant should be enclosed. (Note: The above information should be furnished along with the copies of Company's audited Balance Sheet, Profit & Loss Account and Annual Reports for the preceding three years).

- v. The tenderer should have executed/implemented similar nature of work in the past in any State / Central Govt./ Nationalized Banks /any other State or Central undertakings and Corporations. The Tenderer should furnish the information as in Annexure - 'D' supported by certificates from the clients. They should also provide the details of current projects being handled by them.
- vi. The tenderer should ensure support and spares availability for at least 3 years for the products quoted.

**2.2 The Tenderer should enclose the support centre details as in Annexure - 'E' along with technical bid.**

**2.3 A checklist (Annexure - 'I') of all documents being enclosed is required to be submitted along with the Tender**

Note: 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.

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, spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the goods by the purchaser; and
- c) A description 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) Willful misrepresentation of these facts will lead to the disqualification of tenderer without prejudice to other remedies that the Purchaser may take.

## 2.4 Documents to be enclosed with technical tender:-

### (a) Earnest Money Deposit(EMD)

EMD of Rs 5,00,000/- (Rupees Five lakh only) which shall be paid online through any of the authorized 04 modes:- a) Credit Card, ii) Direct Debit, iii) National Electronic Fund Transfer (NEFT) and d) Over The Counter. Detail of the payment modes as mentioned in the bid document (e-payment document available on website).

The EMD will remain valid for a period of 180 days from the date of submission of Tender. Unsuccessful tenderer's tender securities will be discharged / returned as early as possible

The EMD may be forfeited if a tenderer

- withdraws its tender during the period of tender validity specified by the tenderer on the tender form;

Or

- does not accept the correction of arithmetical errors resulting in discrepancy between unit price and total price (unit price multiplied by Quantity)

Or

- in case of a successful tenderer, if the tenderer fails to furnish the following documents

- i. performance security
- ii. Certificate of registration of the company issued under the companies Act
- iii. Audited balance sheet of the company duly audited by chartered accountants for the financial years 2010-11, 2011-12, 2012-13 Annexure - 'C'.
- iv. Annual report of the company for the years 2010-11, 2011-12, 2012-13 Annexure - 'C'.
- v. Financial status of the company. Annexure - 'C'.
- vii. Projects executed / implemented. Annexure - 'D'
- viii. Support center in Bangalore. Annexure - 'E'.
- ix. Technical specification/data sheet / compliance statements
- x. ISO 9001-2000
- xi. All other necessary Certifications.

- (b) The bidder shall upload all the relevant documents as mentioned in the bid document and annexures
- (c) Financial Bid - only the commercial quote as per Annexure -'H' shall be quoted through e-procurement portal (only).

### **3 Terms and conditions of the tender**

#### **3.1 Price**

The price quoted shall include excise duty & Value Added Tax (VAT) if applicable and transportation charges. However, the breakup of amount of excise duty and Value Added Tax (VAT) shall also be mentioned separately. If a change in excise duty / tax occurs in future, the same should be reflected in the landed price & the vendor shall intimate the Office of the IT Advisor BBMP immediately. If the prices are revised downwards or if the vendor supplies the Hardware components to any organization, at a price lower than the quoted price, then the price would automatically stand revised to that lower price. If the vendor supplies the Hardware Components of Apple I-PAD-4 at a lower than the quoted price to others and does not intimate Office of the IT Advisor BBMP, of that lower rate, then the vendor will be liable for blacklisting / disqualification.

#### **3.2 Freight**

No separate charges are payable for freight, forwarding insurance and installation for outstation and local offices.

#### **3.3 Warranty**

Warranty of the systems shall be for three years comprehensive, from the date of acceptance, after installation.

- Company warranty and extended warranty i,e 1+1= 2 years.
- Vendor warranty i,e 1 year.

Total warranty period 3 years.

During the period of warranty the systems shall be maintained on-site free of cost and kept in full working condition. Service calls shall be attended within 24 hours. An uptime of 98% in case of service call is to be adhered.

### **3.4 Delivery**

Delivery shall be made within 6 weeks from the date of the order. For delay in supply, a penalty at 2% of the cost of the system will be levied for every month of delay.

### **3.5 Payment**

- a) 60% payment on delivery and successful installation.
- b) Remaining 40% on successful completion of training.

### **3.6 Excise**

The vendor will submit the excise duty certificate.

### **3.7 Integration**

It will be the responsibility of the vendor to install the software with Apple I-Pad model mentioned in annexure 2.

### **3.8 Validity**

The Commercial bid & EMD should be valid for at least 180 days from the bid opening date

### **3.9 Non performance penalty**

In case the down time for more than one day a penalty of Rs.100 per hardware components will be imposed. Refer to Annexure J.

### **3.10 Performance security**

Within 21 days of receipt of the supply order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the total value of the order valid up to 180 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 duration of defect and the performance bank guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period. 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. The performance security shall be denominated in the form of DD / Bank Guarantee, issued by a Nationalized / Scheduled bank in the form provided in the tender documents or another form acceptable to the purchaser. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 3 months following the date of



completion of the Supplier's performance obligations, including any Warranty obligations. On failure of the successful tenderer to comply, the purchaser will initiate action to cancel the supply order and forfeit the earnest money deposit.

### **3.11 Corrupt or fraudulent practices**

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 defines, for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "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 tenderer's (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; 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; and 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.

### **3.12 Others**

- a) Supplies should be made as per standard specifications as specified in the tender. Any discrepancy will entail disqualification of the vendor. If specifications of items supplied by the vendor are lower than or different from the standard specifications, then the vendor will be liable for disqualifications and will be blacklisted
- b) The tender accepting authority, may arrange for negotiations of the rates as per KTPP Act after opening of tenders in order to obtain competitive rates for the best quality materials.
- c) BBMP reserves the right to accept or reject / cancel the tender. The decision of the Commissioner will be final.
- d) After finalization of the tender, order will be placed with the approved tenderer. If the tenderer fails to supply the goods within the specific period, BBMP may resort to cancellation of the said order. In such an eventuality, the defaulting tenderer will be required to make good any loss which the BBMP may incur besides paying specified penalty.
- e) The tenderers should bear the testing charges if any, which will be intimated at a later date. The tenderer should make its own arrangements to deliver the sample to the said destination.

IT Advisor

Bruhat Bangalore Mahanagara Palike

## 4 Annexure

### Annexure A

#### 4.1 Specifications (Minimum)

Features	Apple I-Pad-4 Wi-Fi + 4G , 64 GB
Capacity and colors	White
Size (h x w x d) and weight	241.2 by 185.7 by 9.4 mm 662 g
Display	Retina display; 9.7-inch LED-backlit (2048 by 1536 pixels) with Multi-Touch display with IPS technology
Battery life	Up to 10 hours of surfing the web, watching video or listening to music Up to 9 hours of web use on a cellular data network
Apple system-on-a-chip	Dual-core Apple A6X chip with quad-core graphics
Cameras	5-megapixel iSight camera for stills and 1080p HD video recording; autofocus and tap to focus; Face detection; Video stabilization FaceTime camera for video calling
Wireless and cellular	Wi-Fi 802.11 a/b/g/n Bluetooth 4.0 LTE1;UMTS/HSPA/HSPA+/DC-HSDPA; GSM/EDGE
Sensors	Accelerometer, Ambient light sensor, Compass, Gyro
Accessories	Smart Cover and other standard accessories which comes in the standard box.

#### 4.2 Training

New Apple I-PAD-4 Basic and hands on training on Office Applications for 218 personnel, Training should be provided for 27 personnel x 2 days x 8 batches.

Annexure B

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 the .....day of.....20.....

Signature and Seal of Guarantors

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

Date.....20.....

Address:.....

.....  
.....

Annexure C

FINANCIAL STATUS OF THE COMPANY

<i>Sl. No.</i>	<i>Financial Year</i>	<i>Average Annual Turnover (in Rs.)</i>	<i>Profit Made (in Rs.)</i>	<i>Net worth of Assets (in Rs.)</i>
1	2010-2011			
2	2011-2012			
3	2012-2013			

Seal & Signature of the  
Chartered Accountant

Seal & Signature of the  
Company's Authorized  
Representative

Annexure D

PROJECTS EXECUTED / IMPLEMENTED

<i>Sl. No.</i>	<i>Financial Year</i>	<i>Organization with full address</i>	<i>Total No. &amp; locations</i>	<i>Total worth of Orders (in Rs.)</i>
1	2010-2011			
2	2011-2012			
3	2012-2013			

Seal & Signature of the  
Company's Authorised  
Representative

Annexure E

DETAILS OF SUPPORT CENTRES IN KARNATAKA

<i>Sl. No.</i>	<i>Name of City</i>	<i>Name of support centers, full postal address, telephone No., Fax &amp; e-mail</i>	<i>Name of the Contact person and his Mobile No.</i>

Seal & Signature of the  
Company's Authorised  
Representative

Annexure F

AFFIDAVIT FORMAT

Sub: Undertaking of authenticity for systems supplies

This has reference to as being supplied /quoted to you vide our invoice no/quotation no/order no----- dated -----.

We hereby undertake that all the components/parts/assembly/software's used in the Hardware Components of new Apple I-PAD 4 as specified in the Annexure 'A' are original, new components / parts / assembly / software's from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly/ software have been used or shall be used.

We shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's within a reasonable time.

In case we are found not complying with above at the time of delivery or during installation, for the IPAD's already billed, we will own the responsibility and are liable to face legal action as per law.

Authorised Signatory

Name:

Designation

Annexure G

AUTHORIZED DEALERS OF ORIGINAL EQUIPMENT MANUFACTURER FORM

No.

Dated :

Please enclose a copy of authorized dealer's certificate.



**Annexure H**  
**COMMERCIAL BID**  
**Bill of Material with cost**

Sl. No	Item	Qty in Numbers (a)	Unit Price in Rs. (b)	% of VAT in Rs. (c)	Other Taxes if any (d)	Total Unit Price in Rs. (e)=(b)+(c)+(d)	Total Price (f)=(a)x(e)
1	Apple I-PAD 4	218					
2	Smart Cover and other standard office accessories which comes along with standard box	218					
3	Hands on training on I-PAD Basics & office applications (Documents to go Software) (at beginning of the training, all necessary softwares should be loaded to all the I-Pads and working knowledge of the same should be imparted. For details refer to Annexure H-1	218 personnel					
4	Deputation of two. Technical persons in BBMP for a period of 3 months for any trouble shooting and support						
<b>GRAND TOTAL</b>							
<b>Total in words (INR)</b>							

Signature and seal

Annexure H-1

Important Apps :

Mail  
Acrobat Reader  
iBooks  
Business Card Scanner

Create & Share Files :

Documents to go

Collaborate & Connect

WebEx for I-Pad  
SyncSpace  
Skype

The above softwares should be available on every I-Pad and working knowledge of the same should be provided to all the end users. The cost of the above should be included in the financial quote.

## Annexure I

### CHECKLIST OF DOCUMENTS

Following checklist confirming the enclosures provided in the tender shall be provided along with the technical bid

<i>Sl. No.</i>	<i>Description</i>	<i>Enclosed (Y/N)</i>
1	Certificate of registration of the company issued under the companies Act.	
2	Audited balance sheet of the company duly audited by chartered accountants for the financial years 2010-11, 2011-12, 2012-13 (Annexure - 'C')	
3	Annual report of the company for the years 2010-11, 2011-12, 2012-13 (Annexure - 'C')	
4	Profit and Loss account of the company for the years 2010-11, 2011-12, 2012-13 (Annexure - 'C')	
5	Annexure - 'C' (Financial status of the company)	
6	Annexure - 'D' (Projects executed / implemented)	
7	Annexure - 'E' (Support Centres)	
8	Certificates (ISO 9001-2000)	
9	Technical specification / data sheet / compliance.	

**Annexure J**

**SERVICE LEVEL AGREEMENT COPY**

**HOURS OF SERVICE**

Provision for maintenance service will be confirmed to .....on normal working hours i.e. 10 AM to 6 PM excluding Sundays and General holidays. If the maintenance service call is logged at the end of the last working day in a week or proceeding day of a holiday the call will be attended on the next business day.

**LIMITS OF USE**

The purchaser (all units wherever the hardware is installed) will keep a record of the service call report of the company (Annexure-“J1”) ..... may tally the said records once in two months time. Customer will register all complaints in the call center & mention complaint numbers in all transactions.

**CARE OF THE EQUIPMENT**

The purchaser shall allow the entry and access of the service engineer of the company to carry out the maintenance tasks. The service engineers may enter and access the facilities even beyond the working hours as per the maintenance needs by prior approval of the unit officer concerned.

The purchaser will take care of the equipment, will house it in suitable conditions and follow such instructions on these and observe operating instructions as given by .....from time to time.

No alternation may be, no attachment fitted or repairs or adjustments done except by ..... or with the written consent by .....

**EXEMPTION**

(Tenderer).....shall not be liable for failure to perform any of its obligations arising out of this agreement, if such failures results from any force majeure, act of God, Fire, Storm, Earthquake, Explosion, Accidents, Strikes, Lockout, industrial Dispute, Labour Trouble, Transportation, Embargo, Imminence or the existence of any state of emergency, war, like condition, civil - commotion, riot, mobility to obtain any material, refusal of license or imposition of sanctions and/or any measures taken by the Government whatsoever which renders it impossible or impracticable for tenderer liability to perform obligation under this contract.

..... will not be liable for any delay, failure break down or injury caused by:

- i. Equipment or programs for which the customer has failed to follow any reasonable recommendation made by..... with respect to its care and use, including but not limited to use with the equipment of appropriate media and expendables.
- ii. Equipment programs and service supplied by a customer other than.....
- iii. Equipment or programs modified by the customer or any third party or.....

In no event will ..... accept any liability in case of negligence for any economic loss which is not consequence of physical injury or damage to persons or property.

**PROCEDURE FOR RECORDING THE PERFORMANCE OF THE SERVICES OF THE COMPANY**

The customer will register all complaints in the call centre number & mention the complaint number in all transactions.

BBMP will maintain a service call register as per Annexure- “J1”. will record the maintenance particulars and send the details (as per Annexure-“J2”) clearly indicating the details of penalty to be imposed in case of non performance by the company engineers to the IT Advisor before 3<sup>rd</sup> of every month. IT Advisor will send the details as per Annexure-“J2” to .....every month for necessary action.

**NON PERFORMANCE PENALTY**

Sl. No.	Hardware	Nature of problem	Penalty for not meeting response per day in Rs.	Response time for calls logged in call centre
			100/- per day per Hardware Components	

Response Time Norms: 95% of the calls should be responded within Norms. This should be measured on a monthly basis.

Formula for calculation of Response time:-

$$\text{Response Time}\% = \frac{\text{No. of calls responded as per norms}}{\text{Total calls}} * 100$$

The penalty is applicable if the response time % is less than 95%. The penalty will be for the calls which are not responded within response time norms.

The maximum amount of penalty cannot exceed 10% of the service component of the contact.

**PAYMENT TERMS**

There is no payment of any charges during warranty period for maintenance of the devices supplied.

**ASSIGNMENT**

The customer shall not re-assign this agreement or any part without written consent of .....

**TERMINATION**

If the Purchaser commits any breach of this agreement, ..... may be written notice terminate this agreement, upon termination under this clause the Purchaser will forth with give up..... site kits, equipment and maintenance spares if any. Upon expiration of termination of this agreement all rights and benefits granted by this agreement shall revert, to the respective parties and purchaser shall pay all amounts due to ..... upon the effective date of termination.

**ARBITRATION**

All disputes, differences and question whatsoever which shall arise between the parties hereto during the continuance of agreement or afterwards touching any clause or matter herein contained or the rights, duties and liabilities or either party in connection there with, shall be referred to sole arbitrator to be jointly appointed by both parties. All such arbitration proceedings shall be held in Bidar and shall be in accordance with and subject to provision of the Indian Arbitration Act 1996 or any statutory modification re-enactment there-of for the time being in force. The language of arbitration shall be in English.

**GOVERNING LAW**

This agreement shall be governed in all respect by Indian Law.

**JURISDICTION**

The court at Bangalore have jurisdiction to the exclusion of all other courts.

**LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in the agreement neither party shall, in any event, be liable for any indirect or speculative or consequential or loss or profit or punitive damages. Neither party shall also be liable for any third party claims. The maximum amount of liability direct is limited to the value of service component of the contract.

**NON HIRE AND NON SOLICITATION**

During the term of this agreement and for a period of one year thereafter customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel of ..... In addition to this, the parties acknowledge that employees..... compromise valuable assets of ..... and that breach by customer of the terms thereof would result in substantial harm and irreparable injury to ..... Thus the customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to.....at law or in equity.

In witness where of the parties here to by representative duly authorized, have executed the contract on the day, month, year and place written above.

Signature  
Name  
Designation  
For & on Behalf of

Signature  
Name  
Designation  
For & on Behalf of

In the presence of

In the presence of

1) Signature  
Name  
Designation

1) Signature  
Name  
Designation

2) Signature  
Name  
Designation

2) Signature  
Name  
Designation

Annexure J1

SERVICE CALL REGISTER

(To be maintained by vendor)

Sl. No.	Nature of Problem	Date & Time of the report	Mode of reporting (Phone, Fax, e-mail, Helpdesk, Letter etc)	To who reported (Name & Designation of the person who received the complaint)	Docket No. of the complaint	Date & time of rectification	Problem rectified or not (Y/N) if N reasons	Penalty imposed if any (Specify the amount)
1								



Annexure J2

NON PERFORMANCE PENALTY

(Penalty recommended for non performance  
by.....)

Supply order No.....

Vendor Details

Sl.No.	Location	Penalty Amount	Remarks
1			
2			

Total penalty Amount..... for  
the month of..... to be imposed on  
.....company.

Date:

IT Advisor  
Bruhat Bangalore Mahanagara Palike