

# **Tender**

## **For Supply, Install/Commissioning of 12 Smart Classrooms in the University Campus**



**HIMACHAL PRADESH NATIONAL LAW UNIVERSITY**  
**(ESTABLISHED BY HIMACHAL PRADESH ACT 16 OF 2016)**

**Request for Proposal**

**(E-Tendering mode)**

Bid Reference No.: **HPNLU/Store/2024-25/Tender/05**

<b>Name of work</b>	Supply, Install/ Commissioning of 12 Smart Classroom <b>(Reputed Brands only) *</b>
<b>The Currency for payment</b>	Indian Rupees (INR / Rs.)
<b>Date of Issue/Publishing</b>	05.12.2024
<b>Document Download Start Date</b>	05.12.2024
<b>Document Download End Date and Time</b>	26.12.2024
<b>Last Date and Time for receipts/uploading of Bids</b>	26.12.2024
<b>Date and Time of Opening of Technical Bids</b>	28.12.2024
<b>Bid document Fee( Non – Refundable )</b>	Rs. 5,000/- (Rupees Five thousand only).
<b>Earnest Money Deposit</b>	<b>Rs.2,00,000/- ( Two Lakhs ) only</b> Scanned copy to be uploaded with tender documents and original copy be submitted by post/hand.
<b>Performance Bank Guarantee (PBG)</b>	10% of the total contract value to be submitted within 15 days from the date of signing of the agreement.
<b>Place of Actual Implementation</b>	Himachal Pradesh National Law University (HPNLU), Shimla.
<b>Email Address</b>	To: <a href="mailto:registrar@hpnlu.ac.in">registrar@hpnlu.ac.in</a> , <a href="mailto:itsection@hpnlu.ac.in">itsection@hpnlu.ac.in</a>

Tender documents can be downloaded from the electronic tender portal (<https://hptenders.gov.in>) and the link for the same is available at HPNLU Tender web page [www.hpnlu.ac.in](http://www.hpnlu.ac.in). Interested bidders must register themselves at the e-Tender Portal before submission of their bid and are advised to go through the instructions provided at “Instructions to Bidders for e-tendering.”

## ELIGIBILITY CRITERIA FOR BIDDERS

- i The Fee of Tender of Rs 5,000/- may be deposited in the shape of a Demand draft in favour of "The Registrar, Himachal Pradesh National Law University, payable at Shimla" .
- ii The bidder shall have to furnish Rs 2, 00,000/- as earnest money deposit (EMD) which should be submitted in the form of bank draft/FDR in the name of Registrar, Himachal Pradesh National Law University. However, the exemption in depositing EMD is applicable for MSME-registered firms. The earnest money of the unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of the successful tenderer shall be returned after he furnishes the requisite Performance Security.
- iii A copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates.
- iv The tenderer shall have to attach the details of its Company as per (**Annexure-A**).
- v The tenderer shall have to attach OEM authorization certificate specific to the tender and back to back support letter from OEM for providing the comprehensive support and service as covered under this tender as per (**Annexure- B**).
- vi All below mentioned certificates for the major components for the solutions to be submitted (Copies of valid certificates attached) :

Interactive Device	CE, FCC
Multimedia Projector	BIS
Mini PC	Energy Star, FCC
UPS	BIS

- vii The bidder must have successfully undertaken at least the following number of assignments of the value specified herein:

The Bidder should have one of the Following or similar single orders of valuation Minimum 80% of the total project cost in the last 3 Years.

Or

The Bidder should have Following Similar two orders of valuation Minimum 60% of the total project cost in the last 3 Years.

Or

The Bidder Should Have Following Similar three order valuable Minimum to 40% of the total project cost in the last 3 Years.

**Note: It is further submitted that no joint venture or consortium is allowed for any of the tender conditions as mentioned.** In case it is found that any party has submitted more than one bid the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the Purchaser shall not entertain any further request/correspondence in this matter.

**Note: Similar Nature" is defined as: Supply, Installation & Commissioning of IT Equipment in Government/Semi Government Schools/ Colleges/ Universities.**

- viii The tenderer must have a average annual turnover of **Rs 5 Crore every year** for the last three financial years from IT/ITes i.e 2021-22,2022-23,2023-24 and a certificate to this effect duly issued by a Chartered Accountant that turnover specifically from IT/ITes products. The tenderer must have to submit the net worth certificate from the chartered accountant of last three financial years should be positive.
- ix The bidder must possess a valid ISO 9001:2015 Certifications.
- x Quantity can be increased or decreased at the discretion of Himachal Pradesh National Law University, Shimla
- xi The bidder should have an office in Himachal Pradesh . However, if the presence is not there in the state, the bidder should give an undertaking for establishment of an office, within one month of award of the contract.
- xii The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.( **Self Declaration**)

## Technical Bid: Specification of “Request for Proposal for 12 Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup)”

85" Interactive Display - (Reputed Brands Only) *				
S.NO	Parameter	Specifications	Compliance	Remarks
1	Diagonal size	85"		
2	Display Ratio	16:09		
3	Resolution	3840 x 2160		
4	Display Color	1.07 billion or better		
5	Brightness	≥350 cd/m <sup>2</sup> or better		
6	Screen Orientation & Viewing Angle	Landscape & 178x178 or better viewing angle		
7	Response Time	6ms or better		
8	Lifetime	50,000 hours or more		
9	Speakers	in-built with best-quality sound		
10	Thickness of the touch glass	4mm Toughened Glass		
11	Surface technology	Anti-Glare		
12	Surface Treatment	9H or more		
13	Touch accuracy	1mm or better		
14	Touch Points	Minimum 20 points in Windows and Android		
15	Writing Tool	Shall support the use of a Stylus Pen and Finger		
16	Front Interface	HDMI IN*1, USB Touch*1, USB3.0*2, USB Type-C		
17	Inputs	HDMI IN*2, DP IN*1, Type C*1, VGA*1, VGA Audio IN*1, AV IN*1, YPbPr IN*1, USB2.0*2, Public USB3.0*2, Camera USB3.0*1, USB Touch*1, LAN IN*1		
18	Outputs	SPDIF OUT*1, LAN OUT*1, HDMI*Out		
19	Other	OPS Slot		
20	<b>Smart System (Android)</b>	Android Latest version		
21	CPU	8-core A55 or Better		
22	GPU	G52 2EE MC1@550MHz or better		
23	Inbuilt Wi-Fi	Dual WIFI (5G & 2.4G), BT5.0		
24	RAM	4GB or more		
25	ROM	32GB or more		
<b>Inbuilt Software</b>				
29	Built-in Software:	Whiteboard, File Manager, Screen Mirroring, Chrome, Google Play store, YouTube, WPS, Welcome Page, Settings, Calculator, User Manual, Float tool, Side toolbar, Note, Screen recording, Bluetooth. Blue light filter		
30	Wireless Sharing	The product should support wireless sharing with the dedicated application		
31	Split Screen	Two applications can be operated and viewed at a time by using the split-screen feature		
32	Writing Software	The product should have inbuilt whiteboard writing software with- <ul style="list-style-type: none"> <li>● Hand Writing Recognition</li> <li>● Object Recognition</li> <li>● Multiple page access</li> <li>● 4xSplit screen</li> <li>● Customizable Background</li> <li>● Produces different effects according to the diameter</li> </ul>		

		and size of the input objects. ● Fist/palm: identified as an eraser (100 pt). ● Fine Pen (3mm): suggested to use while writing.		
33	Suitable wall mount kit with accessories	Equipment has to be supplied with suitable wall mount kits, wireless keyboard & Mouse and Other accessories are also included (USB wires, network wires, power cords, power extension according to classroom & conduit pipe, etc.).		
34	OPS	It should have an OPS slot and OPS with i5-12th Gen, 8GB RAM, 512 GB SSD, Windows 11 Pro, and MS Office latest to be supplied from day one.		
35	Certification	BIS (Indian), CE, FCC & ROHS certification.		
36	OEM Certifications	The OEM Must be an ISO 9001:2015, ISO 27001:2013 and ISO 14001:2015 Certified Company.All valid Certificate copies are to be enclosed.		
37	Warranty	3 Year		
<b>DSP \ Amplifier, Speakers,2 Wireless handheld &amp; 1 Head Mic or (Audio setup)</b>				
1	Digital Signal Processor/ Amplifier& Speakers	The DSP should have a 100% Full Duplex Echo Cancelling.		
		The system should be Automatic Gain Control.		
		The system should be Dynamic Noise Reduction &Automatic echo cancellation features.		
		Have frequency response between 20 Hz – 20 KHz		
		With 2x50 watt Speakers (as per classroom requirements)		
		DSP\Amplifier Should have the dual capability of Local Sound Reinforcement and Far end Audio to be sent for Video conferencing simultaneously without any Noise and Echo. Whatever speaks through a head mic or hand-held microphone should go to the far end location over video conference and also should come out of speakers (2x50-watt) for local sound reinforcement so that everyone present in class can hear clearly.		
		The system having an inbuilt digital amplifier.		
		The DSP setup should have a minimum of 100 Watts at 8 Ohms or more.		
		The setup should have an S/N Ratio of >80dB.		
2	Wireless Microphone Features	<ul style="list-style-type: none"> <li>• 2 wireless Microphones and 1 Head Mic should be supplied with audio setup.</li> <li>• The system should have the ability to control the microphone gain.</li> <li>• The system should havea Microphone Frequency Response- 80Hz~18KHz or better.</li> <li>• The system should have an LED indicator for status.</li> <li>• Operating Range up to 100 Feet or better.</li> </ul>		
3	I/O Ports	Balanced 48v/12v phantom mic inputs (1x Phoenix ports) with a separate gain controller with Gooseneck or wireless mic should supply		
		Unbalanced MIC input (1x 6.5mm phono jack) with gain control with wireless mic should supply		
		Line input&Output - 1 x 2RCA		
		USB voice interface X 1 or more		
		It should have 1 X RS232 port for controlling		

4	Others Accessories	The system must berack-mounted& Other accessories (USB Wires, Network wires, Power cords &conduit pipe according to classroom requirements,etc.)		
<b>16 x Video Conferencing camera</b>				
1	Sensor	The camera sensor should be a 1/2.7-inch-high quality 2MP HD CMOS sensor or better.		
2	White Balance	The camera should have an Option of Auto or Manual White Balance.		
3	Gain	The camera should have an auto Gain Control		
4	Back Light Compensation	The camera should have a selectable Back-light compensation		
5	Noise Reduction	2D & 3D or better		
6	S/N ratio	The camera should have a S/N Ratio of >55db.		
7	Zoom	The camera should have a 16x optical zoom and 12xdigital zoom or better		
8	Interface	The camera should have a standard Video Output and should support HDMI/DVI Port so that the Camera can be integrated with standard End Points and USB Type-C 3.0 will be utilized for software video-conferencingapplications.		
9	RJ-45	It should have at least 1 RJ-45 Port for IP Camera functions.		
10	Signal Support	The camera should support 1080p@60fps or better		
11	Control Port	The camera should have an RS 232 port for Communication		
12	Presets	The camera should have at least 120 Position Presets or more		
13	Pan Range	The camera should have a Pan Rotation Angle of -/+170 Degrees or better		
14	Tilt Range	The camera should have a Tilt Rotation Angle of -30 degrees to + 90 degrees or better.		
15	Accessory	The camera should be supplied with IR remote control, 10mtrs USB 3.0 extension cable from the same OEMas an included accessory. It should be supplied with a ceiling mount kit from day one. Other accessories are also included (USB Wires, Network wires, Power cords &conduit pipe,etc.) according to classroom		
<b>Other devices</b>				
1	Visualizer (Document Camera)	<ul style="list-style-type: none"> <li>•Specs: Frame rate-15 fps or better, 20x Zoom, USB2.0 Connectivity, Wall Mountable, Split Screen, Auto Focusing,</li> <li>•Image Viewing: Color/BW, Mirror, 90 Degree Rotation up to 270 Degrees</li> <li>•Image Processing: 90 Degree Rotation, Mark, Cut, PDF Transferring</li> <li>•Photo Shooting: Yes (Resolution Adjustable, 9-images Previewing,</li> <li>•OS Support: Windows 10\11 supported software</li> <li>•Auto Adjustable: Brightness, Contrast, saturation, Sharpness, Gain</li> <li>•Image Capture: Supported Quickly Capture the image</li> <li>•PDF Format: Yes</li> <li>•Scan: Support single and multi-page scan</li> <li>•OCR function: Supported multi-language OCR</li> </ul>		
2	Multi-Function Network LaserJet Printer (B\W)	<ul style="list-style-type: none"> <li>• Hi-Speed USB &amp;Lan connectivity</li> <li>• ADF Scanner (both sides)</li> </ul>		

		<ul style="list-style-type: none"> <li>• Automatic duplex Print\Copy (A4, A5, Letter, Legal etc.)</li> <li>• Cartridge print capacity (6000-10000)</li> </ul>		
3	Certifications	BIS (Indian), CE, FCC & ROHS certification.		
4	Warranty	3-Year Onsite Warranty (for Complete Smart classroom setup)		
5	Training Session (2 sessions)	The vendor will train the Technical or Non- non-technical staff for Smart classes at the University & online according to the University Requirements without any charges		

### **COMMERCIAL / FINANCIAL BID**

1. The commercial bid must specify the rate separately for *Request for Proposal for Supply, Installation of Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup)*., for Himachal Pradesh National Law University, Shimla, specification as given in the technical bid and it also should specify the amount of GST which would be chargeable, the rate must be specified including GST.
2. The commercial bid must contain a clear-cut stipulation to the effect that the warranty for *Request for Proposal for Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup)* would be a comprehensive onsite warranty for Three years.
3. The quoted rates as approved after calling tender shall remain valid for the period of 1 (one) year from the date of award of tender/contract, so that the hardware will be purchased as per the additional future requirement.
4. The commercial bid must be contained in **BOQ Sheet** available with the uploaded tender documents.

### **OTHER TERMS AND CONDITIONS**

#### **1. INSTRUCTIONS TO BIDDER**

- a) The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in/nicgep/app?page=BiddersManualKit&s%20service=page>.
- b) The bid is non-transferable.
- c) The bidder shall have to furnish Rs 2,00,000/- ( Two Lakhs ) only as earnest money deposit (EMD) of the tender estimated cost which should be submitted in the form of bank draft or in the shape of FDR in the name of "Registrar, Himachal Pradesh National Law University, Payable at Shimla". **However, the exemption in depositing EMD is applicable for MSME registered firms.** The earnest money of the unsuccessful tenderer shall be returned within a



reasonable time. No interest will be payable on the amount of the EMD. The EMD of the successful tenderer shall be returned after he furnishes the requisite Performance Security.

- d) The Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all the information required in the bidding documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.
- e) The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialled by the person or persons signing the Bid in original.
- f) Copy of all documents at Sl. No. 1 to 13 as defined under Eligibility Criteria and **Annexures- A to I** should only be uploaded on the e-procurement website i.e. <https://hptenders.gov.in>. The original instrument i.e., tender fee and earnest money be sent to the office of " The Registrar Himachal Pradesh National Law University, Ghandal Distt-Shimla-171014" in the envelope with **super ascription** on the top "Request for Proposal for Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup)".
- g) The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid Documents must be submitted in an organized and neat manner. **All pages shall be serially numbered. Enclosures in the Technical Bid are to be uploaded along with following Pre-qualification bid as per Annexure-I:**

## **2. AMENDMENT OF TENDER DOCUMENT**

- a) The Himachal Pradesh May, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- b) At any time prior to the submission of Bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the Tender Document.
- c) The corrigendum regarding amendments, if any, shall be published on e- procurement website i.e. <https://hptenders.gov.in> and on Himachal Pradesh National Law University's Official Website . Bidders are advised to periodically browse/ check these websites to find out any further

Corrigendum/ Addendum/ Notice published with respect to this Tender. All such amendments shall be binding on them.

### **3. OPENING OF BIDS**

- a) Bids shall be opened by the Tendering Authority in the presence of Bidder's representative who chooses to attend as per the Schedule. The Bidder's representative who is present shall sign evidencing their attendance. Only one representative per Bidder shall be permitted to be present at the time of opening the Bids.

### **4. EVALUATION OF BIDS**

- a) The Tender Evaluation Committee constituted by the Himachal Pradesh National Law University, shall evaluate the Tenders. The decision of the Evaluation Committee in the evaluation of the Technical Bids and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- b) Only technically qualified Bids will be processed for Financial/ Commercial Evaluation.
- c) Himachal Pradesh National Law University may call any or all Bidders for negotiation.

### **5. AWARD of CONTRACT**

#### **a) Award Criteria:**

The award of the Contract to the successful Bidder will be done, on the basis of techno-commercial evaluation and it will not be binding upon the law University, to accept the lowest Bid.

#### **b) Right to Accept/ Reject any Bid or all Bids:**

HPNLU Shimla will reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

#### **c) Notification of Award:**

Prior to the expiration of the period of Bid validity, Tendering Authority will issue Purchase/ Supply order to the successful bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract. The tenderer is to do the supply and installation of computer hardware within 30 days from the date of placement of Purchase Order. The successful tenderer has to enter into a comprehensive agreement, as per **Annexure-E**, with the Registrar Himachal Pradesh National Law University, Ghandal, Shimla. Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The agreement shall be executed within 15 days of issuance of the Purchase Order.

#### **d) The Bid Security (EMD) may be forfeited:**

If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

## **6. DELIVERY and INSTALLATION**

The vendor has to deliver and complete the installation of product within 15 days of issuance of purchase/ supply order. The supplied equipment shall only be opened in the presence of Officer/ Official designated and vendor's representative. Upon satisfactory installation of the equipment, Vendor should obtain installation report from the concerned Officer. The same shall be submitted along with the bills by the Vendor for payment.

## **7. PERFORMANCE BANK GUARANTEE**

- a) The successful Bidder shall at its own expense submit within fifteen (15) days of the date of notice of award of the Contract or prior to signing of the Contract, whichever is earlier, an unconditional and irrevocable Performance Guarantee as per **Annexure-F** from a Nationalized or Scheduled Bank acceptable to the Tendering Authority, payable on demand, for the due performance and fulfilment of the Contract by the Bidder.
- b) The Performance Bank Guarantee shall be valid until the end of two months after the completion of the Contract with the successful Bidder.
- c) The Performance Bank Guarantee shall be discharged/ returned upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the Performance Bank Guarantee.
- d) In the event of the Bidder being unable to service the Contract for whatever reason, Tendering Authority would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the National Law University under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the HPNLU Shimla as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. HPNLU Shimla shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

## **8. WARRANTY**

- a) The Request for Proposal for Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup) should be under 3 (three) years of onsite comprehensive warranty support service from the date of installation.
- b) The vendor should fulfil the following conditions during the warranty period:

1. The vendor would provide the help-desk support services through telephone/ e-mail where users can lodge their complaints.
  2. Advanced replacement of hardware.
  3. Software updates and upgrades at no cost
  4. During the warranty period, any failure in the quoted Items or components should be attended to within a maximum period of 1 working day and should be rectified within a maximum of 5 days from the date of lodging of the complaint.
- c) On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during the warranty period of three years. If considered necessary, a suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Performance Security Deposit while releasing the Performance Security Deposit.

## **9. PENALTY**

- a) **Failure to maintain the delivery and installation schedule** - 0.5% (Zero-point five per cent) per day subject to a maximum of 15 days on the Purchase Order Value, thereafter the National Law University holds the option for cancellation of the Order and reproduce the same from any other Vendor at the cost of the supplier and forfeit the Earnest Money Deposit of the Vendor.
- b) **Maintenance during the warranty period** - During the warranty period any failure in the equipment supplied/ any accessories thereof should be attended to within a maximum of One (1) working day and should be rectified within a maximum period of Five (5) working days from the date of complaining. Thereafter penalty of 0.5% (Zero-point five per cent) per day on the Purchase Order Value of the impacted machine shall be imposed and if the defect in the equipment supplied/ any accessories thereof is repaired from elsewhere (in case of non-rectification of the failure within a maximum of 5 days), the tenderer shall have to pay the charges of such maintenance/repair along with the penalty or it may be recovered from the Security Amount of Performance.
- c) **Replacement of the faulty system** - Any component, failing at the system and subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problems or where the penalty amount on account of downtime has crossed 15% of the system value, will be replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
- d) **Limitation of Liability** - Taking into consideration all the above cases, the total penalty that can be levied on the Vendor shall not exceed the purchase order value.

## **10. Failure To Agree With The Terms & Conditions Of The Bid/ Contract**

Failure of the successful bidder to agree with the Terms and Conditions of the Bid/ Contract shall constitute sufficient grounds for the annulment of the award in which event; Tendering Authority may make the award to the next Best Value Bidder or call for new Bids.

## **11. PAYMENT TERMS AND CONDITIONS:**

All due payments shall be released by the University upon successful delivery & configuration, after raising of relevant invoices thereof by the vendor.

Document Required:

1. Original Delivery challan
  2. Original Invoice
  3. Installation certificate
  4. Satisfactory Training to user certificate
  5. Warranty certificate
- a) In case of any default or non-performance, the University also reserves its absolute right to impose suitable penalty or deduct applicable amount.
- b) Payment will be made by the HPPWD, Dharmi Division, Shimla after the satisfactory report received from the IT Section, HPNLU, Shimla on the successful installation and training of staff against the submission of Delivery challans, Hardware Reports, Bill/ Invoices etc.

## **12. CORRUPT OR FRAUDULENT PRACTICES:**

- a) The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- b) The Tendering Authority will declare a Bidder ineligible, either indefinitely, or for a stated period of time, to be awarded a Contract if the Tendering Authority at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

## **13. INDEMNITY:**

Bidder shall indemnify, protect and save the Tendering Authority against all claims, losses, cost damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Hardware and Software supplied.

S/d  
**Registrar**  
**HPNLU, Shimla**



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**Annexure A:****DETAILS OF TENDER**

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Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Particulars	Details
a)	Name of the Company	
b)	Mailing Address	
c)	Telephone No.	
d)	Fax No.	
e)	Turn-over of the Company for 2021-22, 2022-2023 and 2023-2024.	
f)	Whether direct manufacturer or Authorized Dealer	
g)	No. of Technical Personnel Employed	
h)	Particulars of any litigation pending in any Court or Judicial body, if any.	

**Authorized Signatory:**  
(Sign and Stamp)

(Authorization to be taken from Hardware OEM)

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To

**The Registrar,  
Himachal Pradesh National Law University,  
Ghandal, Distt. Shimla-171014.**

**Subject: Tender reference No.**

Sir,

Please refer to your Tenders for Request for Proposal for Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup)M/S .....(Bidder), who is our reliable distributor/partner for the last years, is hereby authorized to quote on our behalf for the subject mentioned tender.

M/S ..... continue as our business partner during years to come.

We undertake the following regarding the supply and installation of 12 No's Smart classrooms as described in the said tender:

We confirm that the product(s) quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.

We also undertake that the support including spares, patches, and upgrades for the quoted products shall be available for 3 years from the signing of the contract.

Yours faithfully,

**(Name of Manufacturer)  
Sign and stamp**

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having Authorization Letter to bind the manufacturer. It should be included by the Bidder in its bid.



Annexure-C

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COMMERCIAL PROPOSAL SUBMISSION FORM  
(ON BIDDER'S LETTERHEAD)

Date:

Tender Document No:

To ,

**The Registrar,  
Himachal Pradesh National Law University,  
Ghandal, Distt. Shimla (171014).**

Sir,

Please refer to your Notice Inviting Tenders for *Request for Proposal for Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup)*. We have uploaded the Commercial bid in the format of Bill of Quantity (BOQ) sheet on the e-procurement website i.e. <https://hptenders.gov.in> Cost quoted in BOQ includes Supply, Configuration and Technical Support etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal i.e. six months. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

**Methodology –**

1. Our Bid shall be valid for a period of **180 days** i.e. **six months** from the last date fixed for submission of the bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and on acceptance, it shall remain binding on us till the conclusion of the entire project.
2. If our Bid is accepted, we commit to submit a performance bank guarantee to the extent of 10% of the total tendered amount in accordance with the Bidding Documents.
3. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal comprehensive contract is executed;
4. We also understand that you can reject any bid without assigning any reason.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

**Yours sincerely**

Name..... in the capacity of .....

Signed. ....

Stamp Seal .....

## Annexure - D

### LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

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To,

The Registrar,  
Himachal Pradesh National Law University,  
Ghandal, Distt.Shimla-171014

Sir,

Sub: - Our Bid for.....

With reference to our Bid, having examined and understood the instruction, terms, and conditions forming part of the Bid, we hereby enclose our Offer for the supply of the equipment as detailed in your above referred Tender Document.

We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be part of the Agreement at **Annexure-E**.

We also understand that the Registrar General, National Law University of Himachal Pradesh, Shimla, is not bound to accept the Offer either in part or in full and the Registrar, Himachal Pradesh National Law University, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,

Authorized Signatories,

(Name & Designation, Seal of the Firm)

Date: -

## Annexure-E

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### COMPREHENSIVE AGREEMENT

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This agreement is made on this t h e day of .....between Himachal Pradesh National Law University, Shimla through its Registrar (hereinafter referred to as "Purchaser") AND M/s \_\_\_\_\_, through its Authorized Executive/ Personnel Shri/Ms.....(hereinafter referred to as "Tenderer"), as follows:

Whereas the Purchaser desirous of purchasing equipment for the smart classroom installed at university campus ( HPNLU, Shimla) had published Tender and in response the Tenderer accepting the terms and conditions set out in the Tender notice submitted bid which was accepted.

And whereas the Tenderer accepts the terms and conditions of Purchase/ Supply Order for delivery and installation of the Smart Classroom (85" Interactive Display + OPS, Audio-Video system & Video Conference setup) equipment with comprehensive Three (3) years warranty with onsite support at the total cost of Rs./-..... only.

And whereas the Tenderer has deposited with the Purchaser a sum of Rs \_\_\_\_\_ as a security (Performance Security) in the form of Bank Guarantee for the fulfilment of this Agreement, which shall remain valid for a period of sixty days (60 days) from the date of completion of contract including warranty period to the best satisfaction of the Purchaser.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The tenderer is to do the supply and installation of equipment for the supply of smart classroom within 15 days from the date of placement of Purchase Order and if the installation does not get completed within stipulated time period, penalty as per terms and conditions of the Tender Document shall be imposed.
2. That the Tenderer agrees to assure the onsite warranty of product supplied against supply/ purchase orders No. \_\_\_\_\_ dated w. e. f \_\_\_\_\_ to. However, warranty shall not cover damage from manual breakage, physical damage and natural calamities.
3. The Tenderer shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any defect that may develop under normal use of supplied Server/ equipment during the Warranty period.
4. That Purchaser/ Himachal Pradesh National Law University, can lodge calls in respect of faults/defects in the purchased component or any part thereof at centralized telephone number ..... OR email at mail-id .....
5. That the Tenderer agrees to attend the call within One (1) working day and to rectify the fault within maximum period of Five (5) working days from the date of lodging the complaint. Thereafter penalty of 0.5% (Zero-point five percent) per day on the Purchase Order Value of impacted machine shall be imposed and if the defect in the equipment's supplied/ any accessories thereof, is got repaired from elsewhere (in case of non-

rectification of the failure within maximum of 5 days), the tenderer shall pay the charges of such maintenance/repair along with the penalty or it may be recovered from the Security Performance of amount.

6. Record will be maintained by Tenderer as well as Purchaser where the product is installed, about machine failures including nature of failure, date and time of the complaint and duration of the total down time.
7. Upon determination of this Agreement, the deposit of Performance Security shall be returned to Tenderer but without interest and after deducting there- from any sum due by Tenderer to the Purchaser under the terms and conditions of this Agreement.
8. That in addition, the Tenderer shall abide by all the terms and conditions set forth in the Tender Document.
9. That in case of any dispute or difference, it shall be referred to the Arbitrator, as shall be nominated by the Registrar, Himachal Pradesh National Law University, in accordance with the provisions of the Indian Arbitration Act, 1996 and the rules framed thereunder.
10. All legal disputes are subject to the jurisdiction of Shimla Courts only, preceded by Arbitration.

**FOR AND ON BEHALF OF**

**PURCHASER**

SIGNATURES:

NAME:

DESIGNATION:

DATE:

**WITNESSES:**

**FOR AND ON BEHALF OF**

**TENDERER**

SIGNATURES:

NAME:

DESIGNATION:

DATE:

**IN THE PRESENCE OF**

SIGNATURES:

NAME:

DESIGNATION:

DATE:

**IN THE PRESENCE OF**

SIGNATURES:

NAME:

DESIGNATION:

DATE:

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**Annexure-F:**  
**PERFORMANCE SECURITY FORM**

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To,

The Registrar,  
Himachal Pradesh National Law University, Ghandal,  
Distt.Shimla-171014

WHEREAS \_\_\_\_\_ (Name of  
Tenderer) has undertaken the Contract, as per Tender  
No..... Dated ..... to supply.....  
(Description of goods and Services) hereinafter called "the Contract".

1. In consideration of **The Himachal Pradesh National Law University** (hereinafter called "HPNLU") having agreed to exempt M/S \_\_\_\_\_  
(hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of Tender No. .... Issued by the Himachal Pradesh National Law University for purchase of.....from security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for \_\_\_\_\_on demand.
2. We \_\_\_\_\_ (Bank Name) a company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 and \_\_\_\_\_ having \_\_\_\_\_ Registered \_\_\_\_\_ Office \_\_\_\_\_ at \_\_\_\_\_ and one of its branches at do hereby undertake to pay INR \_\_\_\_\_, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the HPNLU. Any such demand made on the Bank by the HPNLU shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the HPNLU and we \_\_\_\_\_, bound ourselves with all the directions given by HPNLU regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.
3. We \_\_\_\_\_ undertake to pay to the HPNLU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We \_\_\_\_\_, further agree that the performance guarantee herein contained shall remain in full force and effective up to \_\_\_\_/\_\_\_\_/\_\_\_\_ and that it shall continue to be enforceable for above specified period till all the dues of HPNLU under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the HPNLU

certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ , further agree with the HPNLU that the HPNLU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the HPNLU against the said contractor(s) and to forbear or enforce any of the conditions of tender document for selection of the vendor for purchase offorand we shall not be relieved from out liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the HPNLU or any indulgence by the HPNLU to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us\_(Bank Name) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We \_\_\_\_\_ , lastly undertake not to revoke this guarantee except with the prior consent of the HPNLU in writing.
8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the HPNLU. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to INR \_\_\_\_\_.
9. It shall not be necessary for the HPNLU to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the HPNLU may have obtained or obtain from the contractor.
10. We \_\_\_\_\_ , verify that we have a branch at \_\_\_\_\_ .  
We undertake that this Bank Guarantee shall be payable at \_\_\_\_\_ . If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has /have full power(s) to execute this guarantee for the management delegation issued by the bank.

**Authorized Signatories,**

**(Name & Designation, Seal of the Firm)**

**Annexure-G: Project Citation Format**

**(To be filled by the Bidders)**

<b><u>Relevant IT project Experience</u></b>	
<b><u>General Information</u></b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Other Details	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	

**Project References for Experience of Bidder**

SI NO	Name of Customer:	Contact person Name	Phone, fax and email of customer	Project Location:	Name of the Project with Brief	Year		
						2021-22	2022-23	2023-24
1								
2								
3								

(Indicative Format, to be filled by Bidder & submitted in Company Letter Head)

**Note: Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.**

### **Annexure-H: Financial Bid**

<b>Tender Inviting Authority:</b>				<b>The Registrar, Himachal Pradesh National Law University, 16 Miles, Shimla-Mandi NH Ghandal, District-Shimla, HP-171014</b>			
<b>Name of work:</b>				<b><i>Request for Proposal for Smart Classroom (85" Interactive Display + OPS, Audio-Video system &amp; Video Conference setup)</i></b>			
<b>Name of the Bidder:</b>							
<b>Sr. No.</b>	<b>Items Descriptions</b>	<b>Qty.</b>	<b>Make\ Model</b>	<b>Unit Price</b>	<b>GST Charges as applicable</b>	<b>Total Cost ( Including GST )</b>	
<b>1</b>	85" Interactive Display + OPSwith Genuine Windows 11 and MS Office (All types of wire also included)	12					
<b>2</b>	16x Video Conference Camera (All types of wire also included)	3					
<b>3</b>	Digital Signal Processor/Amplifier/I/O Ports or audio setup (All types of wire also included)	12					
<b>4</b>	Wireless handheld Mic - Wireless Head Mic -	24 12					
<b>5</b>	50-watt Speaker (All types of wire also included)	24					
<b>6</b>	Visualizer (Document Camera) & (All types of wire also included)	3					
<b>7</b>	Multi-Function Network LaserJet Printer (B\W)	3					
<b>8</b>	Wireless Keyboard, Mouse	6					
<b>9</b>	19-inch Mountable Rack or better,	12					
<b>10</b>	Power Extension (Single Piece) & conduit pipe with wire per meter)						
	<b>Total</b>						
	<b>Grand Total Amount including GST @ 12 SMART CLASSROOM) in Words (INR)</b>						

**Note:**

1. All the above price would be in INR only.
2. The above price would include Three Year Warranty.
3. The bidder has to compulsorily quote for all items mentioned in the Commercial-bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
4. Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
5. The Tax rates will be mentioned as per standards.



**Annexure-I Details of documents to be submitted by the Bidder**

Sl. No.	Documents to be submitted		
	Pre-qualification bid	Technical Bid	Financial Bid
<b>1</b>	Bidder's Authorization Certificate	Detailed Bill of material as per components indicated in Bill of Quantity.	Financial Bid
<b>2</b>	Particulars of the Bidder	Technical Specification Compliance Documents with all supporting details	
<b>3</b>	a. Valid copy of Certificate of incorporation and Registration Certificates b. Copy of GST registration c. Copies of GST return for last three (3) years ending with financial year 2023-24. d. Copies of last three (3) years Income Tax Return ending with financial year 2023-24.		
<b>4</b>	Audited Balance Sheets		
<b>5</b>	CA Certificate with CA's Registration Number & Seal( Turnover and Net Worth Certificate for Three year ending with 2023-24		
<b>6</b>	Valid ISO certificates		
<b>7</b>	Relevant Documents supporting Office Addresses /Undertaking. (Local presence)		
<b>8</b>	Self-Declaration		
<b>9</b>	Project Citation Format		
<b>10</b>	Project References		
<b>11</b>	Tender/ document fee as mentioned in the Eligibility/Pre-qualification Criteria		
<b>12</b>	EMD as mentioned in the Eligibility/Pre-qualification Criteria		
<b>13</b>	PERFORMANCE SECURITY FORM		