



E-mail

**DIRECTORATE OF TECHNICAL EDUCATION  
VOCATIONAL AND INDUSTRIAL TRAINING  
HIMACHAL PRADESH, SUNDERNAGAR.**

(Website: <http://techedu.hp.gov.in>; E.Mail: [techedu-hp@nic.in](mailto:techedu-hp@nic.in), [adtdte2-snr-hp@gov.in](mailto:adtdte2-snr-hp@gov.in) Contact No.: 01907-267416)

No. STRIVE/Equipments/01

Dated: /02/2021

**E-TENDER NOTICE  
FOR PROCUREMENT OF PACKAGE: VIDEO CONFERENCE EQUIPMENTS**

Directorate of Technical Education, Vocational and Industrial Training, Himachal Pradesh, Sundernagar invites e-tender for supply, installation/commissioning & training of the Video Conference Equipments to be delivered and installed in the *Industrial Training Institutes /Directorate of Technical Education* as per delivery locations. Interested Bidders may submit their e- bids for above mentioned package online. The tender documents containing details of quantity, Specifications etc., and other terms & conditions are available at e-procurement portal <https://hptenders.gov.in> and <https://techedu.hp.gov.in>. The interested bidders can submit their e-bids through e-tender portal <https://hptenders.gov.in> as per dates & time given below:

|   |  |
|---|--|
| <b>Date of Publication</b>                    | <b>: 12/02/2021</b>  |
| <b>Pre Bid Meeting</b>                        | <b>: 16/02/2021 at 11:45 AM through Video Conference.<br/>VC Link:</b> |
| <b>Bid Submission Start Date</b>              | <b>: 19 /02/2021 at 2.30 PM</b>  |
| <b>Last Date for submission of online bid</b> | <b>: 10 /03/2021 upto 2:00 PM</b>                                      |
| <b>Opening of Technical BID</b>               | <b>: 12 /03/2021 at 11:45 AM</b>                                       |
| <b>Bid Validity</b>                           | <b>: 120 days from the date of bid submission</b>                      |

Eligibility-cum-Technical & Financial Bids will be opened in the o/o the Director Technical Education, Vocational and Industrial Training, Himachal Pradesh. The Director, Technical Education, reserves the right to accept/ reject any tender without assigning any reason whatsoever. If any changes required in the tender it will be intimated through 'Corrigendum' via website <https://techedu.hp.gov.in> and <https://hptenders.gov.in> only.

Sd/-  
**Director**

## INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

- **Registration of bidders on e-Procurement Portal:-**
  - All the bidders intending to participate in the tender process online are required to get registered on the centralized e-Procurement Portal i.e. <https://www.hptenders.gov.in>. Please visit this website for more details.
- **Obtaining a Digital Certificate:**
  - The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
  - The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from your Chartered Accountant or [www.emudhradigital.com](http://www.emudhradigital.com).
  - Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
  - In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that user. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.
  - Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
  - In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
  - The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

- **Pre-requisites for online bidding:**
  - In order to bid online on the portal <https://hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.
- **Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):**
  - The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://hptenders.gov.in>
- **Download of Tender Documents:**
  - The tender documents can be downloaded from the e-Procurement portal <https://www.hptenders.gov.in> and <https://techedu.hp.gov.in>
- **Key Dates:**
  - The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
- **Bid Preparation (Qualification & Financial)**
  - Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in General Terms & Conditions in this tender.
  - Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority. Note: bidders have to submit the declaration in this respect as per “**Form –D**”. Detailed “**Latest instructions for bidders**” in this respect are attached as “**Annexure L**” in this document.
  - The bidders shall upload their eligibility-cum-technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
  - Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified in this tender are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that the substitutions ensure substantial equivalence or are superior to those specified in the tender.
  - The bidders shall quote the prices in price bid format only. **The bidders must**

**quote the prices for 100% of the items and quantities specified in the BOQ.**

- All items in the BOQ must be listed and priced separately in the financial bid. If a BOQ shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- Prices quoted by the Bidder shall remain the same during the Bidder's performance of the Contract and not subject to variation on any account.
- If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.
- For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>., and click on the available link 'How to...?' to download the file.
- Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing).

Note: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website <https://techedu.hp.gov.in> and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.

**General Terms & Conditions of the e-tender for purchase of equipment(s) are as under:**

1. The Bidder should be registered under the Indian Companies Act, 1956/ 2013 or Proprietors / Partnership Firms should have valid Government license / registration, GSTN and PAN.
2. The bidder should be in existence for not less than preceding 3 years in the relevant field.
3. The bidder should have minimum average annual turnover calculated as total payments received by the bidder for contracts completed or under execution over the last three (3) years should not be less than **₹ 200 Lakh**. Bidder have to fill the '**Form E**' and attach the copies of the audited balance sheets including all related notes and income statements for the last three (3) years i.e. 2017-18, 2018-19 & 2019-20 as a proof for the condition.
4. Contractual Experience: At least One (1) contract amounting **₹ 80 lakh** or Two (2) contracts amounting **₹ 50 lakh** each, successfully completed as main supplier within the last three (3) years. Value, nature, and complexity of these contracts should be comparable to the contract to be let. Details as per '**Form F**'.
5. The bidder should have deposited:
  - (i) **Tender Document Fee of ₹ 2500/- (Rs. Two thousand five hundred only)** (non-refundable) all bidders have to deposit above Tender document fee, to the bank as mentioned hereunder, in favour of the Director, Technical Education, Vocational and Industrial Training, Himachal Pradesh, Sundernagar. Name of Bank: **ICICI Bank Sundernagar**, Account no. **212301000465** IFSC Code- **ICIC0002123**. The bid found without tender document fee will be rejected. All the industrial units of Himachal registered with 'Store Purchase Organization' or industrial units registered with 'D.G.S. & D/Central Store Purchase Organization' or 'NSIC' are exempted from the tender

document fee on submission of valid 'registration certificate'.

- (ii) Earnest Money Deposit (EMD) for ₹ 300000/- as '**Bank Guarantee**' valid for 120 days. All bidders have to deposit EMD in favour of the Director, Technical Education, Vocational and Industrial Training, Himachal Pradesh, Sundernagar to the bank; Name of Bank: **ICICI Bank Sundernagar**, Account no. **212301000465** IFSC Code- **ICIC0002123**. The bid found without prescribed EMD will be rejected. All the registered local Micro & Small scale enterprises or industrial units registered with 'Store Purchase Organization' or 'D.G.S. & D/Central Store Purchase Organization' or 'NSIC' and State / Central public sector undertakings are exempted from the Earnest Money Deposit (EMD) on submission of valid 'registration certificate'.

6. The bidder should submit OEM Authorization as per **Form-A**.
7. The bidder should submit the declaration of acceptance of terms and conditions as per **Form-B**.
8. The Bidder should not have been declared ineligible or black listed at the time of bid submission and at the time of placing of supply order due to corrupt and fraudulent practices with any of the departments of the Central, & PSUs of Central/ State Govt. as per **Form-C**.
9. The quoted product should not be end of life at the time of bid submission. The support shall be provided by the bidder/ OEM for next three years, an undertaking for the same shall be provided by the OEM.
10. Bidder should submit an undertaking that the online data of quoted IT equipments will be stored in India only.

**11. Award of contract:**

- The Department shall award the contract to the bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the tender conditions, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- The bid shall be rejected if the qualification criteria as specified above are no longer met by the bidder whose offer has been determined to be the lowest evaluated bid. In this event the department shall proceed to the next lowest evaluated bidder to make a similar reassessment of that bidder's capabilities to perform satisfactorily.
- At the time the Contract is awarded, the Department reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in BOQ, provided this does not exceed the percentages indicated below and without any change in the unit prices or other terms and conditions of this tender. The maximum percentage by which the quantities may be increased or decreased is 20%.
- The successful bidder will be notified by the department. The successful bidder shall submit the signed agreement with required documents as per form- **Contract Agreement** accompanied with a **performance security @ 10%** of the contract amount (including taxes as applicable) in the form of **Bank Guarantee**, within 21 days of notification of successful bidder. Format for performance security is attached as Form- **Performance Security**.

12. **Delivery:** FOR as per delivery schedule within 120 days after submission of contract agreement.

### 13. **Payment:**

**Payment shall be made in two instalments.**

- (i) **First Instalment:** A claim for first instalment shall be staked by the Supplier when he has supplied 100% ordered equipment(s) in good condition. The payment will be made after receipt of duly acknowledged delivery challan(s) & invoice(s), as required by the Purchaser. First Instalment of 80% of the total order value shall be released after delivery of 100% Goods as per the contract agreement/order.
- (ii) **Second Instalment:** Remaining 20% amount shall be released to the supplier within three weeks of complete delivery of the ordered items and its installation / satisfactory commissioning & acceptance by the purchaser and execution of “maintenance and service performance security” @ 5% of the total order value valid upto 15 months for proper maintenance and to safeguard the purchaser against timely maintenance of ordered equipment(s).

### 14. **Delays in the Supplies and Performance of services:**

- 1. Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2. Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:
  - (i) Forfeiture of its performance security,
  - (ii) Imposition of liquidated damages @Rs 100/- per day for the unfulfilled order.
  - (iii) Termination of the contract is at the risk & cost of the supplier/contractor.
  - (iv) Initiation of any other legal proceedings.
- 3. The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

15. **Warranty and Support:** The bidder must ensure that the supplied equipment(s) should be maintained for 365 days from the installation / commissioning of all the equipments under the contract.

16. **Bidder must submit demo equipment at the site as specified at the time of award of contract for demonstration.**

### 17. **Performance Security:**

- (i) Performance Security for delivery/ installation and maintenance during warranty period, as mentioned at Clause No. 11.

- (ii) The proceeds of the Performance Security/ additional Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under this Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.
- (iii) The Performance Security, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract for excluding after sales maintenance.

#### **18. AFTER SALES SERVICES:**

##### **Comprehensive Warranty:**

- (i) The Supplier shall provide Comprehensive OEM warranty (including labour and spares) for 365 days from the installation / commissioning of all the equipments under the contract. The warranty shall cover the hardware, hardware parts System Software, Labour and including updation /upgradation (free of cost) of the Operating System. The supplier of Items shall ensure genuine add-ons items & consumables for the items sold in the state for their own brand.
- (ii) The supplier will provide prompt after sales support and shall attend any complaint not later than 48 hours. The minor and major defects shall be rectified not later than 72 hours. If defect is not rectified within the time stipulated as above penalty as prescribed at clause No. 18 (iii) by the Purchaser will be imposed. However, the penalty in such instances shall not exceed 5% of the equipment(s) cost against a non-attendance/ non-rectification of defects against a service call.
- (iii) Imposition of penalty @Rs 50/- per day and penalty shall not exceed 5% of the equipment cost.

#### **19. Termination for Default:**

1. The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.
  - (a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 14.3.

- (b) If the Supplier fails to perform any other obligation under the Contract.
2. In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate.

**20. Force Majeure:**

1. Notwithstanding the provisions of the clauses 14.3, the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.
2. For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Supplier shall promptly, within 15 days, notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.

21. **Any Dispute shall be subject to Sundernagar jurisdiction only.**



## 22. Bid Submission:

The Bidder will prepare the bid in two parts.

### I. ELIGIBILITY-CUM-TECHNICAL CLAIM:

In support of his eligibility-cum-technical, a Bidder must submit documents as mentioned in Sr. No. 1 to 10.

**Packet-I (Fee & other Eligibility-cum-Technical Documents) (to be uploaded in Fee Packet on e-procurement portal).**

### II. COMMERCIAL BID:

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website (<https://hptender.gov.in>). Those technically qualified bidders who have also deposited the tender cost and Bid Security shall be termed as Substantially Responsive (i.e. eligible, technically qualified and have also deposited Bid Security & Tender Document Fee). The Tender evaluation Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder will submit their Commercial Bids online as per BOQ in Packet-2 on the e-procurement portal.

(i) Sample BOQ /Price Bid will be as per “**Schedule I**”.

### Gross Bid Value:

**The Gross Bid Value shall be calculated as under;**

**Item wise with 365 days warranty inclusive GST + AMC of 2<sup>nd</sup> Year X Qty.**

*Note 1: The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality's.*

(ii) **F.O.R.:** As per Delivery Locations given in “**Schedule -II**”

**The quoted product should not be end of life at the time of bid submission. The support shall be provided by the bidder/ OEM for next three years, an undertaking for the same shall be provided by the OEM.**

The specifications mentioned hereunder are bare minimum requirement. Bidders are encouraged to offer better specifications in this bid:

**FACT/ COMPLIANCE SHEET**  
**(to be submitted with technical bid)**

**I. Delivery Locations**

Please check at 'Schedule – II'

**II. Detailed Technical Specifications**

Please check at 'Schedule – III'

---

-----

Checklist of Documents required with bid

1. Copy of the 'Registration Certificate' of the bidder issued by a competent authority.
2. Copy of the GST & Pan of the bidder firm.
3. Proof of the Tender Document fee deposited to the Bank A/C before opening of Bid.
4. Proof of the EMD deposited to the bank account before opening of Bid.
5. Duly filled OEM Authorization Form-A.
6. Duly filled Declarations Form-B, Form –C, form –D, From- E & Form F.
7. Undertaking that product offered in not in 'end of life' and OEM/Bidder shall provide support for at least next two years.
8. Undertaking that online data of the quoted IT equipments will be stored in India only.
9. Undertaking regarding "acceptance of technical specification and delivery schedule" in the tender.
10. **Note : Copy of the filled 'BOQ' not required with technical bid; BOQ is to be fill online only.**

**FORM – A**

(Declaration by the O.E.M.)

**To,**

**The Director,  
Technical Education, Vocational and Industrial Training,  
Himachal Pradesh, Sundernagar-175018.**

**Date:**

**Subject: Authorization to a distributor for tender PACKAGE: VIDEO CONFERENCE EQUIPMENTS**

Dear Sir,

Please refer to your Notice Inviting Tender for procurement of VIDEO CONFERENCE EQUIPMENTS published in various National and Regional Newspapers.

M/s \_\_\_\_\_ (Bidder), who is our reliable

distributor/channel partner for the last \_\_\_\_\_ years, is hereby authorized to quote on our behalf for this prestigious tender. M/s \_\_\_\_\_ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of these equipments/ peripherals etc.

1. The M & E of the supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/s \_\_\_\_\_ (Bidder) shall not be allowed to do any hardware integration on our equipment.
2. It will be ensured that in the event of being awarded the contract the above package will be delivered by M/s \_\_\_\_\_ (Bidder) & maintained by M/s \_\_\_\_\_ (ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/s \_\_\_\_\_ necessary technical support including technical updates & spares to the ASP. If M/s \_\_\_\_\_ fails to maintain the equipment(s) for any reason what-so-ever, we shall make alternative arrangements for proper maintenance of these items during the warranty period. During the period of 2 years' onsite warranty, we shall provide full support back up to the Bidder/ASP. On the whole, it shall be ensured that the clauses regarding service and maintenance of these equipment(s) do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side even during AMC period.
3. If due to any reason whatsoever, the tie up between our Company & M/s \_\_\_\_\_ (Bidder) or M/s \_\_\_\_\_ (ASP) breaks down subsequently, we shall make necessary alternatives arrangements for honoring the terms of the contract.

**Name** : \_\_\_\_\_  
**Designation** : \_\_\_\_\_  
**Company** : \_\_\_\_\_

**FORM-B**

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS  
CONTAINED IN THE TENDER DOCUMENT**

**To**

**The Director,  
Technical Education, Vocational and Industrial Training,  
Himachal Pradesh, Sundernagar-175018.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document regarding procurement of VIDEO CONFERENCE EQUIPMENTS wide e-tender notice number STRIVE/Equipments/01 by the Director, Technical Education, HP. I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum's/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorized signatory of my company and competent to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:

**FORM-C**

**DECLARATION REGARDING PAST PERFORMANCE**

**To**

**The Director,  
Technical Education, Vocational and Industrial Training,  
Himachal Pradesh, Sundernagar-175018.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document regarding procurement of VIDEO CONFERENCE EQUIPMENTS vide e-tender notice number STRIVE/Equipments/01 by the Director, Technical Education. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and competent to make this declaration.

**Yours truly,**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:

**FORM-D**  
**DECLARATION REGARDING 'LATEST INSTRUCTIONS TO BIDDERS'**

**To**

**The Director,  
Technical Education, Vocational and Industrial Training,  
Himachal Pradesh, Sundernagar-175018.**

Sir

I have carefully gone through the Terms & Conditions contained in the Tender Document regarding procurement of VIDEO CONFERENCE EQUIPMENTS vide e-tender notice number STRIVE/Equipments/01 by the Director, Technical Education. I hereby declare that

**Declaration 1 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that my / our firm [ WRITE NAME OF YOUR FIRM] is not from such a country and is eligible to be considered."

**Declaration 2 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that my / our firm [ WRITE NAME OF YOUR FIRM] fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

**Declaration 3 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that my / our firm [ WRITE NAME OF YOUR FIRM] is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that my / our firm [ WRITE NAME OF YOUR FIRM] fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

I further certify that I am an authorized signatory of my company and competent to make this declaration.

Yours truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:

**FORM-E**  
**DECLARATION REGARDING ‘(AVERAGE ANNUAL TURNOVER)’**

**To**

**The Director,  
Technical Education, Vocational and Industrial Training,  
Himachal Pradesh, Sundernagar-175018.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document regarding procurement of VIDEO CONFERENCE EQUIPMENTS wide e-tender notice number STRIVE/Equipments/01 by the Director, Technical Education. I hereby declare that our annual turnover for the years, as extracted from the audited balance sheets of our firm, is as under:

| Sr. No.                 | Financial Year | Turn Over (₹) | Balance sheets attached at page number |
|-------------------------|----------------|---------------|--|
| 1.                      | 2017-18        |               |  |
| 2.                      | 2018-19        |               |  |
| 3.                      | 2019-20        |               |  |
| Annual Average Turnover |                | (Total/3)     |  |

I further certify that I am an authorized signatory of my company and competent to make this declaration.

Yours truly,

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Contact No:

Email-id:

**FORM-F**  
**DECLARATION REGARDING**  
**‘(CONTRACTUAL EXPERIENCE AND TECHNICAL CAPACITY)’**

To

**The Director,**  
**Technical Education, Vocational and Industrial Training,**  
**Himachal Pradesh, Sundernagar-175018.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document regarding procurement of VIDEO CONFERENCE EQUIPMENTS wide e-tender notice number STRIVE/Equipments/01 by the Director, Technical Education. I hereby declare that our ‘CONTRACTUAL EXPERIENCE AND TECHNICAL CAPACITY’ to execute the similar works is as under:

| Sr. No.  | Description   | To be filled by the bidder |
|--|---|----------------------------|
| 1  | Contract Number   |                            |
| 2  | Contract Identification   |                            |
| 3  | Award Date  |                            |
| 4  | Completion Date   |                            |
| 5  | Role in Contract<br>(Manufacturer/Supplier/Subcontractor)         |                            |
| 6  | Total Contract Amount in ₹  |                            |
| 7  | Purchasers Name   |                            |
| 8  | Purchasers Address  |                            |
| 9  | Telephone Number  |                            |
| 10   | Email   |                            |
| 11   | Copy of the contract and completion proof attached at page number |                            |
| <b>Description of the similarity in accordance with Criterion</b>  |   |                            |
| At least One (1) contract amounting ₹ 80 lakh<br>Or<br>Two (2) contracts amounting ₹ 50 lakh each,<br>Successfully completed as main supplier within the last three (3) years. Value, nature, and complexity of these contracts should be comparable to the contract to be let.                            |   |                            |
| <ul style="list-style-type: none"><li>• Please attach complete copy of the contract along with proof of satisfactory completion i.e. proof of full payment or satisfactory and complete supply certificate from the purchaser</li><li>• Please attach separate table for more than one contract.</li></ul> |   |                            |

I further certify that I am an authorized signatory of my company and competent to make this declaration.

Yours truly,

Name: \_\_\_\_\_  
Designation & Address: \_\_\_\_\_  
Email & Phone number: \_\_\_\_\_



## **Annexure L**

### **Latest instructions for bidders:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - 
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

### **Explanation—**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**The Bidder has to provide following declarations (duly signed and stamped):**

**Declaration 1 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that my / our firm [ WRITE NAME OF YOUR FIRM] is not from such a country and is eligible to be considered."

**Declaration 2 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country

or, if from such a country, has been registered with the Competent Authority. I hereby certify that my / our firm [ WRITE NAME OF YOUR FIRM] fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.

### **Declaration 3 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that my / our firm [ WRITE NAME OF YOUR FIRM] is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that my / our firm [ WRITE NAME OF YOUR FIRM] fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached"

The bidder should submit a self- declaration certificate regarding above mentioned declaration 1, 2 and 3.

# Form of Earnest Money (EMD)

*[Insert bank's name and address of issuing branch or office]<sup>1</sup>*

**Beneficiary:** *[insert name and address of purchaser]*

**Date:***[insert date]*

**Bid Guarantee No.:***[insert number]*

We have been informed that . . . . . *[insert name of the bidder]*. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date]*. . . . . (hereinafter called "the Bid") for the execution of . . . . . *[insert name of contract]*. . . . . under Invitation for Bids No. . . . . *[insert tender number]*. . . . . ("the tender").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *[insert name of bank]*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[insert amount in figures]**[insert amount in words]*. . . . . upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions/terms & conditions to the Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Sample Contract Agreement

THIS AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *[insert complete name of Purchaser]* of *[insert complete address of purchaser]* (hereinafter "the Purchaser"), of the one part, and *[insert complete name of supplier]* of *[insert complete address of supplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the BOQ submitted by the Supplier;
  - (c) the terms & conditions of the tender;
  - (d) additional documents (if any)

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

## Sample Performance Security

*Bank's name, and address of issuing branch or office*

**Beneficiary:** ..... *Name and address of purchaser* .....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that ..... *name of the supplier*. .... (hereinafter called "the Supplier") has entered into Contract No. .... *reference number of the contract*. .... dated .....with you, for the execution of ..... *name of contract and brief description of goods and related services*. .... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ..... *name of the bank*. .... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *name of the currency and amount in figures*. .... (*amount in words*. ....) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of ....., and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
*Seal of bank and signature(s)*

**SCHEDULE - I**  
**SAMPLE OF PRICE SCHEDULE/BOQ**

*(to be completed by bidder as per the format available on e-procurement portal <https://hptenders.gov.in>)*

As per BOQ



## SCHEDULE - II

Delivery locations where installation and training is required for the items for which BOQ to be filled.

Detailed Specification as per Schedule –III hereunder

**Please read carefully before filling the BOQ:**

| Name of Item   | Quantity      | Sr. No. | Institute where Video Conferencing system to be delivered | District | Quantity to be delivered |
|--|---------------|---------|---|----------|--------------------------|
| <b>Video Conferencing System consists of following items;</b><br><br>1 Windows/Android based Interactive Board<br>2 Web Cam With Mic | <b>62 Set</b> | 1       | Govt. ITI Ghumarwin                                       | Bilaspur | 1 set                    |
|  |               | 2       | Govt. ITI Shri Naina Devi Ji                              | Bilaspur | -do-                     |
|  |               | 3       | Govt ITI Chamba   | Chamba   | -do-                     |
|  |               | 4       | Govt ITI Balh   | Mandi    | -do-                     |
|  |               | 5       | Govt ITI Salooni  | Chamba   | -do-                     |
|  |               | 6       | Govt. I.T.I. Garnota                                      | Chamba   | -do-                     |
|  |               | 7       | Govt. ITI Bani  | Hamirpur | -do-                     |
|  |               | 8       | Govt. ITI Bhoranj   | Hamirpur | -do-                     |
|  |               | 9       | Govt. ITI Hamirpur  | Hamirpur | -do-                     |
|  |               | 10      | Govt. ITI Lambloo   | Hamirpur | -do-                     |
|  |               | 11      | Govt. ITI Nadaun( at Rail)                                | Hamirpur | -do-                     |
|  |               | 12      | Govt. ITI Utpur   | Hamirpur | -do-                     |
|  |               | 13      | Govt ITI Dharamshala                                      | Kangra   | -do-                     |
|  |               | 14      | Govt ITI Nurpur   | Kangra   | -do-                     |
|  |               | 15      | Govt ITI Shahpur  | Kangra   | -do-                     |
|  |               | 16      | Govt. ITI Baijnath  | Kangra   | -do-                     |
|  |               | 17      | Govt. ITI Baroh   | Kangra   | -do-                     |
|  |               | 18      | Govt. ITI Daulatpur                                       | Kangra   | -do-                     |
|  |               | 19      | Govt. ITI Palampur  | Kangra   | -do-                     |
|  |               | 20      | Govt. ITI Rajhoon   | Kangra   | -do-                     |
|  |               | 21      | Govt. Talwar at Lahru                                     | Kangra   | -do-                     |
|  |               | 22      | Govt. ITI Garhjamula                                      | Kangra   | -do-                     |
|  |               | 23      | SSS Govt. ITI jawali                                      | Kangra   | -do-                     |
|  |               | 24      | GOVT. ITI Kullu   | Kullu    | -do-                     |
|  |               | 25      | Govt. ITI Manali at Patlikuhal                            | Kullu    | -do-                     |
|  |               | 26      | Govt. ITI Sainj   | Kullu    | -do-                     |
|  |               | 27      | Govt ITI Bagsaid  | Mandi    | -do-                     |
|  |               | 28      | Govt. ITI Bhadrota  | Mandi    | -do-                     |
|  |               | 29      | Govt. ITI Mandi   | Mandi    | -do-                     |
|  |               | 30      | Govt. ITI Thalout   | Mandi    | -do-                     |
|  |               | 31      | Govt. ITI Dehar   | Mandi    | -do-                     |
|  |               | 32      | Govt. ITI Karsog  | Mandi    | -do-                     |
|  |               | 33      | Govt. ITI Kotli   | Mandi    | -do-                     |
|  |               | 34      | Govt. ITI Nihri   | Mandi    | -do-                     |
|  |               | 35      | Govt. ITI Padhar  | Mandi    | -do-                     |
|  |               | 36      | Govt. ITI Chachiot  | Mandi    | -do-                     |
|  |               | 37      | ITI Jogindernagar   | Mandi    | -do-                     |
|  |               | 38      | Govt. ITI Chopal  | Shimla   | -do-                     |
|  |               | 39      | Govt. ITI Dargi,  | Shimla   | -do-                     |
|  |               | 40      | Govt. ITI Jubbal  | Shimla   | -do-                     |
|  |               | 41      | Govt. ITI Khadahan  | Shimla   | -do-                     |
|  |               | 42      | Govt. ITI Kumarsain                                       | Shimla   | -do-                     |
|  |               | 43      | Govt. ITI Nerwa   | Shimla   | -do-                     |
|  |               | 44      | Govt. ITI Pragatinagar                                    | Shimla   | -do-                     |
|  |               | 45      | Govt. ITI Rampur Bsr.                                     | Shimla   | -do-                     |

|  |  |    |                          |         |      |
|--|--|----|--------------------------|---------|------|
|  |  | 46 | Govt. ITI Shimla         | Shimla  | -do- |
|  |  | 47 | Govt. ITI Theog          | Shimla  | -do- |
|  |  | 48 | Govt. ITI Kaffota        | Sirmaur | -do- |
|  |  | 49 | Govt. ITI Rajgarh        | Sirmaur | -do- |
|  |  | 50 | Govt. ITI Sarahan        | Sirmaur | -do- |
|  |  | 51 | Govt. ITI Shillai        | Sirmaur | -do- |
|  |  | 52 | Govt. ITI Maina          | Sirmaur | -do- |
|  |  | 53 | Govt. Model ITI Nalagarh | Solan   | -do- |

| Name of Item   | Quantity | Sr. No. | Institute where Video Conferencing system to be delivered | District | Quantity to be delivered |
|--|----------|---------|---|----------|--------------------------|
| <b>Video Conferencing System consists of following items;</b><br><br>1 Windows/Android based Interactive Board<br>2 Web Cam With Mic |          | 54      | Govt. ITI Deegal  | Solan    | 1 set                    |
|  |          | 55      | Govt. ITI Krishangarh(Kuthar),                            | Solan    | -do-                     |
|  |          | 56      | State of the Art, Govt. ITI Dharampur                     | Solan    | -do-                     |
|  |          | 57      | Govt. ITI Bangana   | Una      | -do-                     |
|  |          | 58      | Govt. ITI Chintpurni at Nehrian                           | Una      | -do-                     |
|  |          | 59      | GOVT. ITI Gagret at Bhaderkali)                           | Una      | -do-                     |
|  |          | 60      | Govt. ITI Pandoga   | Una      | -do-                     |
|  |          | 61      | Govt. ITI Una   | Una      | -do-                     |
|  |          | 62      | Directorate TE Sundernagar                                | Mandi    | -do-                     |

### **SCHEDULE - III**

Technical Specifications of the items for which BOQ to be filled.

**Please read carefully before filling the BOQ:**

| <b>Sr. No.</b> | <b>Name of Goods</b>                    | <b>Description</b>  |
|----------------|---|---|
| 1.             | Windows/Android based Interactive Board | With Following Minimum Specifications: <ul style="list-style-type: none"><li>• Screen Display Size :65 Inches</li><li>• Mode of Operation: Projector and Whiteboard mode</li><li>• Resolution : 3840 x 2160</li><li>• Aspect Ratio: 16:9</li><li>• LAN : RJ45</li><li>• Touch Technology: Infrared</li><li>• Response Time : 8ms or less</li><li>• Backlight Technology : LED</li><li>• Touch Interface : Touch Sensitive and Pen driven</li><li>• Number of electronic Pen or stylus : 2</li><li>• No. of USB 2.0 ports: 2 or more</li><li>• No. of USB 3.0 ports: 1 or more</li><li>• In built Operating System: Android 8.0 or above.</li><li>• In slot PC (OPS) : Yes</li><li>• Specification of OPS: Intel core i3, 7th generation, RAM 4GB, SSD Hard disk 500GB, Wi-Fi enabled Windows 10 preloaded.</li><li>• Wi-Fi Connectivity: Yes</li><li>• Bluetooth connectivity: Yes</li><li>• Panel Surface: Anti-Glare Tempered glass.</li><li>• Inbuilt Speakers : Yes</li></ul> |

|    |                                       |   |
|----|---------------------------------------|---|
|    |                                       | <ul style="list-style-type: none"> <li>• Number of HDMI Ports: 2 or more</li> <li>• HDMI Cable :2</li> <li>• Provisions for wall Mounting: Yes</li> </ul> <p>Additional Features:-</p> <ul style="list-style-type: none"> <li>• The Software provided with the IFP: The required software and the IFP have to be from the single OEM. The Software should have been developed and owned by the OEM.</li> <li>• Menu in Hindi: It should have the option Menu in Hindi also.</li> <li>• Speech to text: It should have built-in speech to text convertor.</li> <li>• Conversion in different language: It should have the facility to convert the whole English text or part of text into Hindi or any other language.</li> <li>• Split Screen: Built-in facility to split the screen in 2, 4 or max.6 for simultaneous function / working on various applications from the same PC/Laptop.</li> <li>• Dedicated Camera Port: To facilitate the user not to unplug and use the same camera port while switching between Slot-in-PC or Android.</li> <li>• Pre-installed: Google meet, Webex, Microsoft teams.</li> <li>• It should have built-in software for Android and in the PC mode.</li> <li>• The OEM must have valid BIS certification.</li> </ul> |
| 2. | Web Cam With Mic (Plug and Play type) | <p>Resolution : Full HD 1920X1080 pixels or equivalent</p> <p>Field of view: 82 degree minimum</p> <p>Frame Rate : 30fps</p> <p>Integrated MIC : Yes</p> <p>Integrated Speakers : Yes</p> <p>Connection : USB 2.0 / 3.0</p> <p>Auto focus, Digital Noise reduction, With video capability, versatile fixing arrangement for laptop, table top, interactive board, compatible with Windows 7,8, 10 &amp; Android.</p>  |