

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर-विश्वविद्यालय केन्द्र An Autonomous Inter-University Centre of UGC गांधीनगर / Gandhinagar

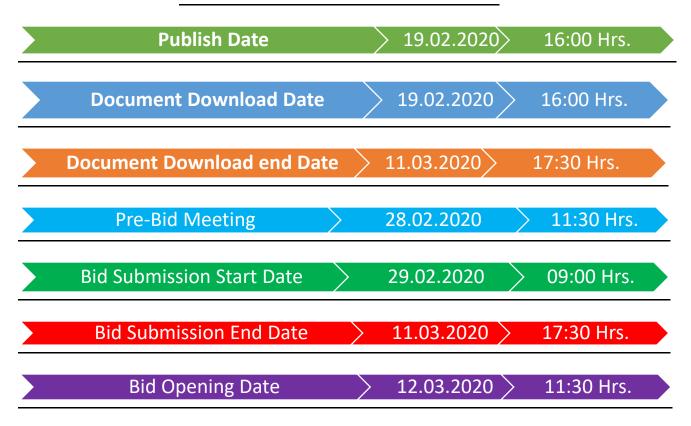
TENDER DOCUMENT

| SI. No. | BID-DATA SHEET | |
|------------|-----------------------------------|---|
| 1. | Name of the Goods/Work | Supply, Installation & Commissioning of 86" Inch Interactive Board with two 65" Inch Display and PA System at INFLIBNET Centre. |
| 2. | Tender Number | INF/PUR/IB&PASYSTEM/2020-21 |
| 3. | Estimated Cost of Tender value | Rs.12,00,000/- |
| 4. | Bid validity | 120 days |
| 5. | Issue of Tender Forms | Tender Documents / Forms can be Downloaded from the INFLIBNET's website: www.inflibnet.ac.in and Central Public Procurement Portal (CPPP) www.eprocure.gov.in |
| 6. | Tender Document Delivery Mode | Through Speed Post / Registered Post/ Courier or either by person. |
| 7. | Earnest Money Deposit (EMD) | Rs.24,000/- |
| 8. | Contact Person | For Technical query: Shri Gaurav Prakash, Scientist –C (CS) Email: gaurav[at]inflibnet[dot]ac[dot]in Tel : 079-23268221 (During office hours 9.30am to 6.00pm (Mon-Fri) <u>For Commercial and general query:</u> Shri Shyam T Yadav In-Charge (Stores & Purchase) Email : shyam[at]inflibnet[dot]ac[dot]in Tel: 079-23268143 |
| 9. | Contact Address | Information and Library Network (INFLIBNET) Centre, Infocity, Gandhinagar-382007 |

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IMPORTANT DATES



Chapter 1

INTRODUCTION

The Information and Library Network (INFLIBNET) Centre, an autonomous Inter University Centre (IUC) of the University Grants Commission, Ministry of Human Resource Development, Govt. of India, invites sealed quotations consisting of two-bid tender (Technical and Financial) from eligible manufacturers/ authorized Bidder/OEMs for **Supply, Installation & Commissioning of 86" inch Interactive Board with two 65" inch Display and PA System at INFLIBNET Centre, Gandhinagar, Gujarat.**

The bid document can be downloaded from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in) and submit the same to INFLIBNET Centre on or before due date of the tender.

Bidder/OEM is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish all information prescribed in the bidding document, or submission of bids that are not substantially responsive to the bidding documents, in every respect, may result in the rejection of the bid. Bidder/OEM must submit the technical and financial bid in prescribed format without ANY deviation.

GENERAL INSTRUCTION FOR BIDDER/OEM'S

- **2.1 Eligibility Criteria:** The INFLIBNET Centre has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.
- **2.2 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 120 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders/OEMs. INFLIBNET's request and the response to such a request by various Bidder/OEMs shall be in writing. Bidders/OEM agreeing to such an extension will not be permitted to increase its rates.
- **2.3 Pre Bid Meeting:** The Pre-Bid Meeting will be held on 28th February, 2020 at 11:30 Hrs. at the premises of INFLIBNET. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidders/OEM can end their queries to:

For Technical query:

Shri Gaurav Prakash, Scientist – C (CS) Email : gaurav[at]inflibnet[dot]ac[dot]in Tel : 079-23268221 [During office hours 9.30am to 6.00pm (Mon-Fri)]

For Commercial and general query:

Shri Shyam T Yadav, In-Charge (Stores & Purchase) Email : shyam[at]<u>inflibnet[dot]ac[dot]in</u> Tel: 079-23268143 [During office hours 9.30am to 6.00pm (Mon-Fri)]

The Bidder/OEM is expected to have visited the site before pre-bid meeting or submitting tender documents so as to have a fair idea of the location for installation of equipment at the Centre. The costs incurred by the Bidder/OEMs in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

The pre-bid meeting amendments as well as other amendments/corrigendum related to tender can be downloaded from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in)

2.4 Earnest Money Deposit (EMD): The interested Bidder/OEM may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of Rs. 24,000/-(Rupees Twenty Four Thousand Only) in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre, Gandhinagar" payable at Gandhinagar.

The bid securities of the unsuccessful Bidder/OEM shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the purchase order. No interest shall be payable by the Centre on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET Centre may solicit Bidder/OEM's/ OEM's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. Granting of extension in period of validity does not permit the Bidder/OEM to modify his/her bid. Exemption in EMD will only be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

2.5 Forfeiture of EMD: EMD made by Bidder/OEM may be forfeited under the following conditions :

If Bidder/OEM withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder/OEM indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder/OEM violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder/OEM, if Bidder/OEM fails to:

- 2.5.1 Accept the work order along with the terms and conditions.
- 2.5.2 Furnish performance security.
- 2.5.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- 2.5.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder/OEM will be deferred from participating in any job.
- 2.5.5 In the event of the successful Bidder/OEM failing to comply with any provision of the contract.
- 2.6 Submission of Bid: The Bidder/OEM has to submit proposal/bid as per their eligibility of prequalification criteria and scope of work under two bid system i.e. Envelope –1 - Technical Bid and Envelope – 2 - Financial Bid. The interested Bidder/OEMs/OEM are advised to submit two separate sealed envelopes super scribing "Technical Bids" and "Financial Bids". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed "Bid for 86" Inch Interactive Board with two 65" Inch Display and PA System" to the INFLIBNET Centre, INFOCITY, Gandhinagar. And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 11th March, 2020 at 17:30 Hrs. The Bidder/OEM will have to ensure that the bid documents is available as physical copy at the Centre before last date.

Bid may be submitted in the following manner:

- 2.6.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria Annexure T-I. The complete document should be numbered chronologically. On the top of envelope must be suprescribed "Technical Bid for 86" Inch Interactive Board with two 65" Inch Display and PA System". It shall also contain the bid EMD.
- 2.6.2 Envelop No.2: Shall contain the rates/prices of the Services / items duly filled in Chapter-6 (F-I) and signed and stamped. On the top of envelope must be suprescribed "Price Bid for 86" Inch Interactive Board with two 65" Inch Display and PA System"
- 2.6.3 All the envelopes must be suprescribed "Bid for Tender for 86" Inch Interactive Board with two 65" Inch Display and PA System" with due date and time and shall be sealed in third envelope of bigger size addressed to The In-charge (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 11th March, 2020 at 17:30 Hrs. OR deposited/ dropped in the tender Box placed in the security cabin.
- 2.6.4 Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time. INFLIBNE Centre will not be responsible for any postal delay.
- 2.6.5 All the envelopes shall indicate the name and address of the Bidder/OEM along with the contact no. to enable the bid to be returned, if required.

- 2.6.6 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 2.6.7 Any incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/OEM and shall not be evaluated.
- 2.6.8 The bid shall be written in English only.
- 2.6.9 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly, otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- 2.6.10 Each Bidder/OEM shall submit only one bid. A Bidder/OEM who submits or participates in more than One Bid (other than as a sub Bidder/OEM or in case of alternatives that have been permitted or Requested) will cause all the proposals with the Bidder/OEM's participation to be disqualified.
- 2.7 Performance Security Deposit: The successful Bidder/OEM shall have to deposit a Performance Security Deposit of the 10 % of the total amount of work order immediately on receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/ Banker's Cheque/ Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the expiry of warranty period (38 months = 3 years + 2 Months).
- 2.8 TIME SCHEDULE FOR DELIVERY & INSTALLATION: All delivery of the material will have to be completed within 45 days from the date of commencement of work/contract. All activities leading to the commissioning as per Scope Of Work Chapter - 4 of the tender and issued order to be completed within 90 days from the date of commencement. Date of commencement shall be either one-week from the date of issued work order or the day on which the Bidder/OEM will take possession of site, whichever is earlier.
- **2.9** Liquidated Damage: The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/ time, liquidated damage may be imposed on the Bidder/OEM for sum not less than 0.5% of the contract value for that item/ job for each week or part thereof, subject to a ceiling of 5% of the total contract value/tender amount (including all taxes & duties and other charges). In the event of LD exceeds 5% of the order value, INFLIBNET reserves the right to terminate the contract and INFLIBNET will get the job completed by any other competent party. The difference of cost incurred by INFLIBNET will be recovered from the Bidder/OEM.
- **2.10 Virtual completion:** The virtual date of completion will be the date on which the work is completed in all respects as laid out in the contract and performance of the system accepted by the concerned officers of the INFLIBNET.
- **2.11 Warranty:** Comprehensive onsite warranty should be 5 (five) Years including Spare Parts etc. from the date of final satisfactory installation, implementation and working demonstration. Minimum three-visit of service engineer is required per annum or as when necessary. No expenditure (either for repairs and replacement of consumable and /or non-consumable parts / or custom clearance) will be borne by the INFLIBNET Centre during warranty period, however required documents will be provided. All the supplied items should be covered under warranty period. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.

- 2.11.1 The entire equipment/ system shall be warrantied to be free from defective workmanship or materials, and any defects that may appear within 60 months (Five years) from the date of issue of completion certificate for the work, which in the opinion of the INFLIBNET have arisen from bad workmanship or materials, shall upon intimation by the INFLIBNET, be made good by the Bidder/OEM at his own cost within the time specified.
- 2.11.2 During the said period of 60 months (DLP), the Bidder/OEM (successful tenderer) shall make periodical inspection of the working of the entire system free of charge at least once in 60 days or earlier, if required, and also attend to the other services that may be required from him. The warranty period shall be 60 months from the date of handling over of the entire system to the INFLIBNET.
- 2.11.3 If any manufacturing or other technical defects are found in any equipment which gives continuous trouble and malfunctioning during the warranty period, the Bidder/OEM shall replace the same with new equipment without any additional cost to the purchaser.
- 2.11.4 Free maintenance services shall be provided by the Bidder/OEM during the period of warranty.
- **2.12 Defect liability period (DLP):** The Defects Liability Period shall be for a period of 5 (Five) years and shall commence from the date of virtual completion. Any defect that may appear within the Defects Liability Period, shall be rectified by the Bidder/OEMs without any extra cost to the INFLIBNET. In case of failure to do so within 10 days from such notice from the INFLIBNET, the INFLIBNET may get such rectification work carried out through any other firm and expenditure incurred by the INFLIBNET and that shall be recovered at the cost and risk of the Bidder/OEM. Only, after all the defects pointed out during the Defects Liability Period have been satisfactorily rectified by the Bidder/OEM, Security Deposit release will be considered. In addition to the calls received from the INFLIBNET, the Bidder/OEM will have to make compulsory visits for checking the system and for preventive maintenance.
- **2.13** Penalty for delay in service during defect liability period (DLP): During the DLP, all care shall be taken by the Bidder/OEM so that the downtime of the system is kept minimum, and in any case, not more than the allowed time for attending to repairs is consumed. Any defects shall be repaired within 48 hours from the time of reporting a complaint in writing (complaints through SMS, e-mails, fax etc. shall also be treated as complain in writing). Any defects in any supplied items leading to complete breakdown of the system, shall be repaired within 24 working hours from the time of reporting complaint in writing. Any defects/ problems associated with the software shall be attended to immediately, but not later than 24 hours from the time of the problem being noticed/ reported. If the down time exceeds the above mentioned period, penal recovery shall be made from the payments due to the Bidder/OEM at the following rates:
 - 1-7 days excluding date of lodging of complaint : Rs. 200/= per day
 - From 8th day to 30 days : Rs. 300/= per day
 - More than 30 days : Rs. 500/= per day
 - Penalty of 0.5% of the cost of the equipment will be charged every quarter if, the Preventive Maintenance is not done by tenderer. Penalty for Preventive Maintenance not done will not be charged for the quarter in which the machine has been delivered/ installed.

2.14 Terms of Payment:

2.14.1 100 % payment will be released to the Bidder/OEM after successful completion of the supply/delivery, successful installation and submission of performance bank guarantee subject to issue of Final Acceptance Certificate, by e-transfer through RTGS/ NIFT. No

advance payment will be made. The Bidder/OEMs should provide their bank details duly signed by authorized signatories at attached Annexure - III.

- 2.14.2 Format of invoice is as per INFLIBNET (i.e. Tax invoice as per GST rules clearly indicating Tax registration number, Service Classification, GST number of both parties, rate and amount of Tax shown separately). The terms of such invoice(s) is that they shall be payable as per the rates submitted, negotiated (if applicable) and agreed by both.
- 2.14.3 The Centre will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein. All Taxes per applicable rules at time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre. Necessary TDS certificate will be issued by the Centre.
- 2.14.4 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Bidder/OEM or due to Admin delay for the reasons beyond the control of the Centre.
- 2.14.5 The INFLIBNET will not pay for any insurance charges against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery etc.
- 2.14.6 During the currency of Contract. No increase in rates will be allowed.
- **2.15 Price Bid:** The Price Rates should be quoted separately for each items/section respectively in Annexure F-I. The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, Infocity, Gandhinagar, in the presence of the representatives of the Bidder/OEM, if any, who wish to be present on the spot at that time.
 - 2.15.1 The rates quoted in the tender/offer shall be for the complete item including supply, installation, testing & commissioning at site as per relevant standard codes (BIS/IS). The rate shall also include all charges for storing, watch and ward, reinstating and making good the damaged work, if any, to its original finish, etc. The rates quoted shall be deemed for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. The rates shall also be firm during the period of contract including extended period if any and rates shall not be subject to exchange variation, labour conditions, and fluctuations in railway freights, taxes or any conditions whatsoever. Tenderers must include GST, sales tax, excise duty, octroi, entry tax or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, transportation charges etc. if applicable in their rates. No claim in respect of increase in GST, sales tax, works contract tax (WCT), excise duty, octroi or other tax, duty or levy during the duration of the contract shall be entertained by the INFLIBNET. The same will remain firm during the contract period. While quoting their rates the tenderer should include the following also, if otherwise, not stated herein before.
 - 2.15.2 The Price Bid should be as per Performa given in the tender documents at Annexure- F-I. Any conditions given in the price bid may cause rejection of Bid.
 - 2.15.3 The prices should be quoted in Indian Rupees.
 - 2.15.4 The rates to be quoted for each section should be in figure as well as in words. (in case of dispute rates quoted in words shall be deemed to be correct)
 - 2.15.5 The entire work to be handled will be as single turn-key project and the total cost of the project will be calculated as a whole project, and also for the total quantity required. The price quoted should be included in the delivery, installation, training charges, warrantee (if any) etc.
- **2.16 Deletion of items:** The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The INFLIBNET can increase or decrease any quantities to any extent or even delete particular item as per requirements and the Bidder/OEM shall not be paid anything extra on this account. Nothing extra will be paid by the INFLIBNET on

account of omission / deletion of items or decrease in the quantity of items. The INFLIBNET shall not entertain any claim whatsoever from the Bidder/OEM on this account. The payment shall be made as per joint measurement.

2.17 Bid Evaluation Criteria & Award Criteria:

- 2.17.1 After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decides for seeking further information/clarification, the same shall be provided by the Bidder/OEM. Those bids which will be technically qualified as per prequalification criteria, and completed in all aspects with all Annexures (T-I to T-XI) and meeting the requirements as specified in Chapter - 4, the financial bid of such qualified Bidder/OEMs will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the Bidder/OEMs well in advance through phone/email. The Bidder/OEM is at liberty to be present either in-person or authorizes, not more than one representative, to be present at the time of opening of the financial bid.
- 2.17.2 In case it is found that the Bidder/OEM has not quoted as per the requirement for any specified item that bid shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/OEM and shall not be evaluated.
- 2.17.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/OEM and shall not be evaluated.
- 2.17.4 The contract will be awarded for technically suitable lowest evaluated Bidder/OEM whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the Bidder/OEM to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.
- 2.17.5 The competent Authority of INFLIBNET is not bound to accept the lowest tender or any tender if found any technical discrepancies in the tender. The Authority reserves the right of accepting the whole or any part of the tender. The decision of the Authority in this regard shall be final and binding on the firm.
- **2.18 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in). The Corrigendum shall be binding on all Bidder/OEMs and will form part of the bid documents.
- **2.19 Enforcement of Terms:** The failure of either party to enforce at any time, any of the provision of this contract or any rights in respect thereto, or to exercise any option here in provided, shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
- **2.20 INFLIBNET Right to reject any or all bids:** The competent Authority of INFLIBNET reserves the right to 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/OEM(s) or any obligation to inform the affected Bidder/OEM(s) of the grounds for such decision. Any effort by a Bidder/OEM or Bidder/OEM's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

- 2.20.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of one month to the Tenderer at any point of time during the period of the contract.
- 2.20.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful Bidder/OEM.
- 2.20.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the Bidder/OEM at any time, in its discretion, before the last date of submission of proposals.
- 2.20.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any fame and without advance notice, to change the procedure for the selection of Bidder/OEM.

2.21 Resolution of Disputes:

- 2.21.1 If any dispute arises between the Parties, hereto, during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement, or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 2.21.2 In the case of such failure, the dispute shall be referred to a sole arbitrator or in case of disagreement, as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 2.21.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 2.21.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 2.21.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- **2.22 Suspension of Work:** INFLIBNET shall have the power at any time, and from time to time, by notice to the Bidder/OEM to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the Bidder/OEM shall forthwith suspend further progress of the work until further notice from INFLIBNET. The Bidder/OEM shall recommence work immediately after receiving a notice to do so from INFLIBNET.
- **2.23 Termination of the Contract:** The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Bidder/OEM with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

- **2.24 Relaxation of Terms and Conditions:** The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.
- **2.25 Agreement:** The successful Bidder/OEM shall execute an agreement on non-judicial stamp paper with INFLIBNET Centre immediately after receipt of order in accordance with the standard format enclosed (Annexure C-I).
- **2.26 Disclaimer:** The near relatives of employees of the INFLIBNET are prohibited from participation in this tender.
- **2.27** Splitting of the contract and Curtailment of Work: INFLIBNET reserve the right to split up and distribute the work among the successful Bidder/OEMs and to curtail any item of work in the schedule partly or fully.

2.28 Indemnity Bond:

- 2.28.1 The Bidder/OEM shall keep INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the Bidder/OEM.
- 2.28.2 During the performance of the contract, if the person(s) of THE BIDDER/OEM meet with any accident which results into the death or injuries to the person(s) of THE BIDDER/OEM or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER/OEM only. INFLIBNET will not be responsible in any way.
- 2.28.3 THE BIDDER/OEM shall follow all the regulations of Government of Gujarat and Government of India. THE BIDDER/OEM shall have any and all responsibilities of all the person(s) employed for the performance of the contract.
- 2.28.4 In the event of violation of any contractual or statutory obligations by the Bidder/OEM, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the INFLIBNET by any individual, agency or government authority due to acts of the Bidder/OEM, the Bidder/OEM shall be liable to make good/compensate such claims or damages to the INFLIBNET. As a result of the acts of the Bidder/OEM, if the INFLIBNET is required to pay any damages to any individual, agency or government authority, the Bidder/OEM would be required to reimburse such amount to the INFLIBNET or the INFLIBNET reserves the right to recover such amount from the payment(s) due to the Bidder/OEM while settling his/her bills or from the amount of Security Deposit of the Bidder/OEM lying with the INFLIBNET
- 2.28.5 The successful tenderer shall be solely responsible for payment of any compensation/settlement of any liability arising out of any death or injury caused to the persons deployed by it for tendering the jobs on contract under the agreement, either under the Workmen Compensation Act or any other act in force at that time.
- **2.29 Compensation for delay:** The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the INFLIBNET shall not be liable for any claim in respect thereof. The INFLIBNET does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- **2.30 Extension of time:** If the Bidder/OEMs desire any extension of time for completion of work on grounds of there having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application

shall contain complete details of hindrances, which hindered the Bidder/OEMs in the execution of the work. If in the opinion of INFLIBNET's Engineer / Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons. If any such extension of time is granted by the INFLIBNET, the extension of time will be given without prejudice to INFLIBNET's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the INFLIBNET whatsoever on account of delay or idle labour/machinery.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

<u>Chapter - 3</u> SPECIAL TERMS & CONDITIONS TO THE CONTRACT

- 3.1 The Institute may dismiss or remove any person or persons, provided by the Firm/Agency, who may be incompetent or may not conduct himself/herself properly and the Firm/Agency shall forthwith comply with such requirements. For any damage or loss to the institute due to any personnel, the firm/Agency will be responsible for compensation.
- 3.2 The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging, equipment's or vehicles of the personnel of the Firm/Agency deployed in the Institute.
- 3.3 The personnel deployed shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/ administrative/ organizational matters as all this may be of confidential/secret in nature.
- 3.4 It is mandatory for the selected agency to complete the installation work within stipulated time period. For this all the necessary equipment's and material will be transported to INFLIBNET, Gandhinagar by his own expenses. Institute will not provide any transportation charges as well other expenses.
- 3.5 The successful tenderer shall solely be responsible for settling/resolving any dispute/claim of his/her personnel during the pendency of the contract. No liability shall accrue to the Institute under any circumstances even after expiry of the contract.
- 3.6 All the leaflets in the offer should be original marked with signature and seal of authorized person.
- 3.7 The tender should be accompanied by detailed printed technical literature with specifications, make and model number of each item and sub-item quoted in the tender. Specifications given in the offer must match to the website and/or authentic printed technical literature or better otherwise the offers shall be rejected.
- 3.8 It is mandatory to quote the latest and improved model of said instrument. Quote should not be for refurbished instrument.
- 3.9 The Bidder/OEMs must provide original guarantee/ warranty on manufacturer's letter head for satisfactory functioning of the equipment/ system and free service, replacement of parts and supply of consumables during warranty period from the date of successful and satisfactory installation of the equipment/ system.
- 3.10 It is implicit that the Bidder/OEM has guaranteed that the equipments supplied are original and new including all its components and as per technical specifications mentioned in the technical bid. All the hardware and software supplied are licensed and legally obtained in the name of the INFLIBNET.
- 3.11 All equipments should be from one manufacturer only and should be from OEM (Original Equipment Manufacturer) having ISO certification as specified in the tender document.
- 3.12 Vendor should provide local technical service support in India.
- 3.13 The Bidder/OEM should agree for local customization and personalization (if any) of the proposed system during the implementation stage and also during warrantee period in order to ensure smooth functioning and to create user friendly environment.
- 3.14 Technically qualified vendor may be called for presentation/demonstration of their products.
- 3.15 Qualified Bidder/OEM may be called for price negotiation.
- 3.16 Storage space may be allowed at site as per the availability. The Bidder/OEM will have to make his own arrangement for security and locking arrangement of the storage space. The Bidder/OEM may be required to vacate the storage space as per Centre's exigency without any extra cost.
- 3.17 The tenderer must obtain all the information for himself on his own responsibility and at his own expenses which may be necessary for the purpose of making tender and for entering

into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.

- 3.18 The successful tenderer must co-operate with the other Bidder/OEM appointed by the INFLIBNET so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the INFLIBNET's Engineer/Officials.
- 3.19 Bidder/OEM shall maintain at site responsible, efficient, qualified and well experienced in charge during the contract period. Any clarifications, explanation, instructions or notices given by the INFLIBNET to such in-charge shall be deemed to be given to the Bidder/OEM and shall be binding on the Bidder/OEM.
- 3.20 The Bidder/OEM shall, at the instructions of the INFLIBNET within such time as notified, open up for inspection any work and should the Bidder/OEM refuse or neglect to comply with such instructions, the INFLIBNET may employ other workman to open the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Bidder/OEM from any money due or which may become due to the Bidder/OEM.
- 3.21 The Bidder/OEM must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the INFLIBNET and also in compliance of the requirement of the local public authorities and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
- 3.22 The Bidder/OEM shall carry out all the work strictly in accordance with details, and instructions of the INFLIBNET's engineer. If in the opinion of the INFLIBNET's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the INFLIBNET, they desire the Bidder/OEM to carry out the same, the Bidder/OEM shall carry out the same without any extra charge.
- 3.23 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The INFLIBNET's decision in such cases shall be final and shall not be open to arbitration.
- 3.24 The successful tenderer is bound to carry out all items of work necessary for completion of the job, even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the INFLIBNET.

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

SCOPE OF WORK

Introduction:

INFLIBNET Centre has one training lab which has the sitting capacity of 49 participants at time. Centre wants to equip the Lab with interactive display with two display screens for better view.

Scope:

Proposed Interactive Display with two display units and interactive Audio Video system will be installed at the Training Lab of INFLIBNET Centre. Bidder will make all the arrangement for supply, installation and commission of the system. Any accessories like cables, mounting bracket / customized brackets etc. if required will be supplied by bidder.

Technical Specifications: Interactive Display with two display units and AV system

1. 86" Interactive Display – one number

| Sr.No. | Specification | Minimum requirement | YES / NO |
|--------|--|----------------------------|----------|
| 1 | Display Type | LCD | |
| 2 | Display Panel Diagonal size (mm) : | 2184 | |
| | Width : | 1895 | |
| | Height : | 1065 | |
| 3 | Backlight Technology : | LED | |
| 4 | Display Resolution (Pixels) : | 3840X2160 | |
| 5 | Display Brightness (Nits) : | 350 | |
| | Display Aspect Ratio : | 16:09 | |
| 6 | Touch interface : | Touch sensitive as well as | |
| | | pen driven | |
| 7 | Touch Technology : | Infrared optical | |
| 8 | Number of touch points | 10 no. | |
| 9 | Response time (milli seconds) | 8 | |
| 10 | Operating System Compatibility | Windows/Android | |
| 11 | Number of Input HDMI ports : | 3, | |
| | USB 2.0 ports : 4, | 4, | |
| | USB 3.0 ports : 2, | 2, | |
| | Audio Input ports : | 1, | |
| | audio output ports : | 1, | |
| | RS-232 C ports : | 1, | |
| | RJ 45 ports : | 1, | |
| | VGA-IN ports : | 1 | |
| 12 | Bluetooth connectivity | Yes, | |
| | Wi-Fi connectivity | Yes | |
| 13 | Number of electronic pen or stylus to be | 1 | |
| | supplied with the board (Nos) | | |
| 14 | Provision of in built speakers | Yes | |
| 15 | Provision for wall mounting | Yes | |

2. 65" 4K LED Display 2 Nos.

| | Specification | Minimum requirement | YES/NO |
|----|--------------------------------------|-------------------------|--------|
| 1 | Screen Size (Diagonal) Minimum (cm) | 164 | |
| 2 | Technology | LED Backlit | |
| 3 | Panel Technology | Vertical Alignment (VA) | |
| 4 | Orientation | Portrait and Landscape | |
| 5 | Native Resolution (Pixels) | 3840 x 2160 (UHD) | |
| 6 | Aspect Ratio | 16:09 | |
| | Native Contrast Ratio (Minimum) | 4000:01 | |
| 7 | Brightness (Nits) Minimum | 350 | |
| 8 | Viewing Angle (Horizontal: Vertical) | 178: 178 | |
| 9 | Response Time (mille seconds) | 8 | |
| 10 | Number of Speakers | 2, | |
| | Wattage of Speaker (with maximum 10% | 20 | |
| | THD) (Watt) | | |
| 11 | If Yes, BIS Registration number | R-41033448 | |
| 12 | Ports & Connectivity | | |
| | HDMI Port | 2 | |
| | DVI-D Port | 1 | |
| | USB Port | 2 | |
| | RS 232C Port | 1 | |
| | RJ 45 | 1 | |
| 13 | In built Signage Software | Available | |

3. Active stereo speaker – 1 Set.

| Sr | Specification | Minimum requirement | YES/NO |
|----|---|---------------------|--------|
| No | | | |
| 1 | Speaker Type | Active Speaker | |
| 2 | Amplification Method | Powered Speaker | |
| 3 | Configuration | Two Way | |
| 4 | Number of Speakers | 2 | |
| 5 | Frequency Response (Hz) | 20-20,000 Hz | |
| 6 | Low Frequency Unit with Size in Inches | < .07% | |
| 7 | High Frequency Unit with Size in inches | > 90dB | |
| 8 | Sound Pressure Level (SPL) (1W/1m) (dB) | 1.25 | |
| 9 | Maximum Level Sound Pressure Level (dB) | 90 | |
| 10 | Nominal Impedance (Ohm) | 22 | |
| 11 | Power Rating (Watt) | 30 | |

4. Lapel Wireless Microphone. 1 No.

| Sr | Specification | Minimum requirement | YES/No |
|----|--|-------------------------|--------|
| No | | | |
| 1 | Туре | Wireless | |
| 2 | Form Factor | Collar (Lapel) | |
| 3 | If Wireless, Operating Range (meter) | 100 meter | |
| 4 | Polar Pattern / Directionality | Omni Directional | |
| 5 | Microphone Transducer Type | Condenser | |
| 6 | Frequency Response (Hz) | 50 Hz to 16 kHz (-3 dB) | |
| 7 | Equivalent Noise Level (dBa) Signal to | 0 | |
| | Noise Ratio (dB) | 103 | |

| 8 | Sensitivity | < 3 µV at 52 dBA MS S/N |
|---|----------------------|-------------------------|
| 9 | On/Off switch | Available, |
| | Audio Connector Type | 6.35 mm Jack |

5. Handheld Wireless Microphone 2 Nos.

| Sr No | Specification | Minimum requirement | YES/No |
|----------|--------------------------------------|-------------------------|--------|
| | Туре | Wireless | |
| | Form Factor | Handheld | |
| | If Wireless, Operating Range (meter) | 100 meter | |
| | Polar Pattern / Directionality | Dynamic | |
| | Microphone Transducer Type | Cardioid | |
| | Frequency Response (Hz) | 50 Hz to 16 kHz (-3 dB) | |
| | Equivalent Noise Level (dBa) | 0 | |
| | Signal to Noise Ratio (dB) | 103 | |
| | Sensitivity | < 3 µV at 52 dBA MS S/N | |

6. <u>1:2 HDMI Distribution Amplifiers 1 No.</u>

- (1) Splits one HDMI® source to two outputs
- (2) Handles 4K60 4:4:4 and HDR video signals [1]
- (3) Fully compatible with HD 1080p, UHD 4K, and DCI 4K sources and displays
- (4) Handles 3D video and Deep Color
- (5) Handles Dolby® TrueHD, Dolby Atmos®, DTS HD®, DTS:X®, and uncompressed 7.1 linear PCM audio
- (6) Selectable handling of HDCP 2.2 or HDCP 1.4

7. <u>HDMI Cable (15M & 5 M)</u>

- (1) Max. Resolution 4K@60Hz (4:4:4).
- (2) High–Quality Connectors 24K gold–plated connectors resist corrosion, and offer the best possible connectivity.
- (3) K-Lock Pull-Resistant Connectors Provides 15lbs of restraining force for a non-slip connection.
- (4) Varied Selection of Lengths Available in versions of 0.9 to 15.2m (3, 6, 10, 15, 25, 35 and 50ft).

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Pre-qualification Criteria

सूचना एवं पुस्तकालय नेटवर्क केन्द्र / Information and Library Network Centre (Tender No.INF/PUR/IB&PASYSTEM/2020-21

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the bid as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.

Annexure-T-I

Mention Page Numbers

| Sr. No. | Pre-qualification criteria | Documents to be provided | Attached (Y/N) | Page No. |
|------------|--|---|-------------------|-------------|
| 1. | The OEM /Bidder/OEM must be a registered as Company Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the same business continuously engaged for this service/business at least in last 3 years. | I. Certificate of Commencement of business | | |
| 2. | The Bidder/OEM should have successfully Supply, Installation and Commissioning of 86" Inch Interactive Board with two 65" Inch Display and PA System at Government clients/ Autonomous Bodies/ universities/ Deemed universities to be universities Public sector etc. in India. i. Three similar work whose values is not less than 4.00 lakh each of the estimated cost or ii. Two similar works whose individual value is not less than 5.00 Lakhs each of the estimated cost or iii. One similar work whose value is not less than 5.00 Lakhs each of the estimated cost or | The details of such institutions and the cost with name of equipment also be supplied with the standard format enclosed (annexure –VIII) with Work/Purchase orders and Completion certificates issued by the client should be enclosed. | | |
| 3. | The Bidder/OEM have annual turnover of at least 15 Lakhs in each last three financial year. | The details of such turnover with the standard format enclosed (Annexure - VIII) with audited balance sheets/ P&L account and Income Tax Return certificates for the last 3 financial year. | | |

| 4. | Earnest Money Deposit (EMD) of Rs.24,000/ | Attached with technical bid. |
|-----|---|---|
| 5. | OEM's / Bidder/OEM's Details | As Annexure - II (standard prescribed format) |
| 6. | Bank details | As Annexure - III (standard prescribed format) |
| 7. | OEM / Bidder/OEM Bid form | As Annexure - IV (standard prescribed format) |
| 8. | Declaration of Bidder/OEM | As Annexure - V (standard prescribed format) |
| 9. | Manufacturer's Authorization Form | As Annexure - VI (standard prescribed format) |
| 10. | Undertaking and Warranty declaration Form. | As Annexure - VII (standard prescribed format) |
| 11. | Details of works of Similar Nature | As Annexure - VIII (standard prescribed format) |
| 12. | Declaration of blacklisting/Non Blacklisting | As Annexure - IX (standard prescribed format) |
| 13. | Financial Capability of Bidder/OEM | As Annexure - X (standard prescribed format) |
| 14. | Details of Firm's Experience of Similar Services | As Annexure - XI (standard prescribed format) |

Note:

- Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between Bidder/OEM specification and supporting documents etc. may lead to rejection of the bid.
- Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the Bidder/OEM, if prima-facie it appears that the information in the compliance statement was given with a mala fide /fraudulent intent.
- The INFLIBNET reserves the right to enquire about the authenticity of information provided.

Date :_____

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Annexure T-II

| 1. | Name of the Firm/ Company | |
|----|--|----------|
| 2. | Name and Designation of Authorized Signatory | |
| 3. | Communication Address: | |
| 4. | Office Phone No: Mobile No: | |
| 5. | Fax: E-Mail ID: | |
| 6. | GST registration Number: PAN Number: | |
| | lar Details of the Bidder/OEMs Represer | itative' |
| 7. | Name of the Contact Person: | |
| | Designation: | |
| | Phone No: | |
| | Mobile No: | |
| | E-Mail ID: | |

[On the original letterhead of the Bidder/OEM] Bidder/OEM's Details

UNDERTAKING

I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

Date :_____

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Annexure T-III

[On the original letterhead of the Bidder/OEM]

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/ UNSUCCESSFUL BIDDER/OEM

| SI. No | Particulars | Attached (Y/N) |
|--------|-----------------------------------|----------------|
| 1. | Name of the Bidder/OEM | |
| 2. | Permanent Account No. (PAN) | |
| 3. | Particulars of Bank Account | |
| | a) Name of Bank | |
| | b) Name of Branch | |
| | c) Branch code | |
| | d) NEFT/ IFSC Code | |
| | e) Account No. | |
| | f) RTGS Code | |
| | g) 9 digit MICR code appearing on | |
| | the cheque book | |
| | h) Type of account | |
| | i) Address | |
| | j) City Name | |
| | k) Telephone No. | |
| 4. | Email id of the Bidder/OEM | |

RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Note:- Please attach original cancelled cheque along with the RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Date :_____

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Annexure T- IV

[On the original letterhead of the Bidder/OEM] BID FORM

То

The Director, Information and Library Network Centre (INFLIBNET), Infocity Gandhinagar - 382007

Sub: Supply, Installation & Commissioning of 86" Inch Interactive Board with two 65" Inch Display and PA system at INFLIBNET Centre, Gandhinagar, Gujarat.

Dear Sir,

We the undersigned Bidder/OEM/(s), having read and examined in details the specifications and other documents of the Supply, Testing and Installation of 86" Inch Interactive Board with two 65" Inch Display and PASystem vide Tender No. INF/PUR/IB&PASYSTEM/2020-21, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 120 (one twenty only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five per cent (05%) of the Order value/tender value as stipulated in Financial Bid/tender document.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/OEMs without any explanation to Bidder/OEMs and his decision on the subject will be final and binding on Bidder/OEM.

Dated, this2020

Thanking you, we remain,

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_____

Interactive Board and PA System

Annexure T-V

[On the original letterhead of the Bidder/OEM]

Date :_____

DECLARATION

I,_____Son/Daughter/Wife of _____ Resident of

____ Proprietor /

Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ______ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Date :_____

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Annexure T- VI

[On the original letterhead of the Bidder/OEM]

MANUFACTURER'S AUTHORIZATION FORM

| То | |
|-----------------------|--|
| INFLIBNET CENTRE | |
| INFOCITY, GANDHINAGAR | |

Ref: Tender No.: INF/PUR/IB&PASYSTEM/2020-21

| facilities at | | | | 5 | • |
|--|--|---------------------------|-----------------------|---------------------------|-------------------------------|
| do | here | eby | | | authorize |
| located at | | | (hereina | fter, the | |
| "Bidder/OEM") to submit a Requirements associated w | | Products produ | | | , |
| When resold by standard end user warranty | ' terms. | , these pr | roducts are su | bject to ou | ır applicable |
| We assure you that in the obligation as our Bidder/OE our Warranty Terms throug | e event of M in respect of our h alternate arrange | standard Warra ements. | , not nty Terms we | being able would conti | to fulfill its nue to meet |
| We also confirm that integrator and can hence p | | | | | OEM/system |
| We also confirm that the p discontinued within 5 year products for the next five y | s from the day of | this letter. We | | | |
| Name In the capacity of | | | | | |
| Signed | | | | | |
| Duly authorized to sign the | authorization for a | nd on behalf of | | | |
| Dated on | day of | 2020 | | | |

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed & seal by an authorized signatory.

Annexure T- VII

[On the original letterhead of the Bidder/OEM]

Undertaking

[Submitted on the Letterhead of original Equipment Manufacturer (OEM)]

An undertaking from the original equipment manufacturer is required and stating that they would facilitate the Bidder/OEM on a regular basis with technology/ product updates and extends support for the warranty as well.

Authorized Signatory: _____

Date: _____

Name of the Authorized

Person (OEM) : ______

Warranty Declaration

[Submitted on the Letterhead of Bidder/OEM/ Supplier]

The warranty declaration states that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document."

Authorized Signatory: _____

Date: _____

Name of the Authorized

Person of Bidder/OEM : _____

Annexure T- VIII

[On the original letterhead of the Bidder/OEM]

DETAILS OF WORKS OF SIMILAR NATURE OF ASSIGNMENT COMPLETED

| | SIMILAR NATURE | OF ASSIGNMENT COMPLETED |
|-----------|--|-------------------------|
| Sr No. | Description | Project Detail |
| 1. | Name of work/project and Location | |
| 2. | Mention the project objectives, details of solution implemented and benefits accrued to the customer organization | |
| 3 | Name and Address of Employer/ Organization | |
| 4. | Cost of work in Rs. | |
| 5. | Date of commencement as per contract | |
| 6. | Stipulated date of Completion | |
| 7. | Actual date of completion | |
| 8. | Litigation/arbitration pending/in progress with details* | |
| 9. | Name and Address/email and telephone number of officer to whom reference may be made. | |
| 10. | Remarks | |

*Indicate gross amount claimed and amount awarded by the Arbitrator.

*For each work, spate sheet be prepared as per above proforma.

Signature of Applicant(s) along with the Name & Stamp of Company

Date :

Place :

Annexure T-IX

[On the original letterhead of the Bidder/OEM]

CERTIFICATE DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

Seal of the firm should be affixed.

Signature:

Name:

Capacity in which as signed:

Name & address of the firm:

.....

Dated: with seal. Signature of Bidder/OEM

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre

(Tender No.INF/PUR/IB&PASYSTEM/2020-21)

Annexure T-X

FINANCIAL CAPABILITY OF BIDDER/OEM [On the original letterhead of the Bidder/OEM]

Date :_____

Annual turnover details of the Bidder/OEM from [insert relevant details]

| # | Financial Year | Turnover in Indian Rupees |
|---|----------------|---------------------------|
| A | 2016-2017 | |
| В | 2017- 2018 | |
| С | 2018- 2019 | |

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder/OEM for each of the above mentioned financial years shall submit as supporting evidence.

Please affix the signature of the authorized signatory of the Bidder/OEM with name, designation, seal and date here.

Please affix the signature of the authorized signatory of the statutory auditor of the Bidder/OEM with name, designation, seal and date here.

Authorized Signatory

(Signature In full): _____

Name and title of Signatory: _____

Stamp of the

Company: _____

<u>Annexure T– XI</u>

[On the original letterhead of the Bidder/OEM]

Date :___

Details of Works of Similar Type Executed by the Bidder/OEM

| y with address, | Description | | | | | f Access | Page |
|-----------------|-------------|----------------|----------------|-------|-------|----------|------|
| | | Date of the | Order Value | Order | Start | End | No |
| fax and | | order | Value | | | | |
| f contact | | | | | | | |
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1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.

2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

<u>Chapter -6</u>

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre (Tender No.INF/PUR/IB&PASYSTEM/2020-21)

Annexure -F-I

Commercial Bid (Envelope-2) [On the original letterhead of the Bidder/OEM]

The Director, INFLIBNET Centre, Infocity, Gandhinagar-382007

Dear Sir,

I/we wish to submit our tender for Supply, Installation & Commissioning of 86" Inch Interactive Board with two 65" Inch Display and PA system at INFLIBNET Centre, Gandhinagar, Gujarat on the following rates:-

| Sr. No | Description of Item | Qty. (Nos.) | Unit Price with 5 Years Warranty (In Rs. Without tax) | Total price with 5 Years Warranty (In Rs. Without tax) | Rate of GST/ Services tax (%) | GST | Total Cost TC |
|-----------|--|----------------|---|--|--|-----|---------------|
| Α | В | С | D | E=C*D | F | G | TC=E+G |
| 1. | 86" Interactive Display . (Technical Specification as per Sr.1 mentioned at Scope of work) | 01 No. | | | | | |
| 2. | 65" 4K LED Display (Technical Specification as per Sr.2 mentioned at Scope of work) | 02 Nos. | | | | | |
| 3. | Active stereo speaker (Technical Specification as per Sr.3 mentioned at Scope of work) | 01 Set | | | | | |
| 4. | Lapel Wireless Microphone (Technical Specification as per Sr.4 mentioned at Scope of work) | 01 No. | | | | | |
| 5. | Handheld Wireless Microphone (Technical | 02 No. | | | | | |

| | Specification as per Sr.5 mentioned at Scope of work) | | | | | | |
|----|---|--------|--|--|--|--|--|
| 6. | 1:2HDMIDistributionAmplifiers(TechnicalSpecification as perSr.6Sr.6mentioned atScope of work) | O1 No. | | | | | |
| | Total price in Rupees: | | | | | | |

In words:_____

Cost of HDMI Cable

| Sr. No. | Description of items | Unit Price (per Mtrs.) | GST | Total Cost with GST |
|------------|--|------------------------|-----|---------------------|
| 01. | HDMI Cable (15M & 5 M) (Technical Specification as per Sr.7 mentioned at Scope of work) | | | |

In words:_____

- > L 1 will be the lowest sum total of rates of all line items without tax with 5 years warranty.
- > The Bidder/OEM shall explicitly mention the applicable rate of tax.
- > The mentioned quantity of Sr. 1 to 6 and HDMI Cable can be increased or decreased as per Centre's requirement.

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

This agreement made the ______day of the month of ______in the year 20..... BETWEEN, The Information and Library Network Centre (Hereinafter called ÏNFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

 * Shri______S/D/o_____

 resident
 of_______the sole proprietor of

 M/s_______having office at the following address

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. ______ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address ______, duly represented at ______ duly represented by its constituted and authorized Managing Director, Shri______ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Bidder/OEM) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Notice inviting Tender

b) General rules and Instructions for the guidance of tenderers.

c) The Tender, Letter of Acceptance, Letters from & to the tenderer, Amendment's, if any, leading to and prior to acceptance letter.

d) General Conditions of contract and clauses of contract along with Annexures thereto.

e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.

f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer,_____

_____ to the CLIENT(INFLIBNET)______ in the presence of:

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):

1).

2).

Signature of Authorised representative of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

<u>Annexure C-I</u>I

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Ref: Date:

То

The Director, Information and Library Network Centre (INFLIBNET), Infocity Gandhinagar - 382007

Dear Sir,

WHEREAS we ______ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the "INFLIBNET" the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder/OEM to INFLIBNET under the terms of their Agreement dated______. Provided, however, that the maximum liability of the Bank towards INFLIBNET under this Guarantee shall not, under any circumstances, exceed ______ in aggregate.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from INFLIBNET in that behalf and without delay/demur or set off, pay to INFLIBNET any and all sums demanded by INFLIBNET under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from INFLIBNET to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

Any breach or non-compliance by the Bidder/OEM with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder/OEM and the Bank.

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decided by the Bidder/OEM & INFLIBNET. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

The BANK also agrees that INFLIBNET at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER/OEM and not withstanding any security or other guarantee that INFLIBNET may have in relation to the Bidder/OEM's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of INFLIBNET or any other indulgence shown by INFLIBNET or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

| Dated this Day of | |
|---|-----------------------------|
| Witness | |
| (Signature) | (Signature) |
| (Name) | Bank Rubber Stamp |
| (Name) | |
| (Official Address) | Designation with Bank Stamp |
| Plus Attorney as per Power of Attorney No.: | |
| | |

Dated:

Annexure C-III

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND LETTER OF GUARANTEE

The Director, INFLIBNET Centre, INFOCITY, Gandhinagar

.....(hereinafter called the "Bidder/OEM") having its Registered Office at wish to participate in the said bid for the supplyas an irrevocable Bank Guarantee against Earnest Money(180 days from the date of issue of Bank Guarantee), is required to be submitted by the Bidder/OEM as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on i) the withdrawal or revision of the offer by the Bidder/OEM within the validity period; ii) Non acceptance of the Letter of Indent / Purchase order by the Bidder/OEM when issued within the validity period; iii) failure to execute the contract as per contractual terms and condition with in the contractual delivery period; and iv) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

The Guarantee shall be irrevocable and shall remain valid up to(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder/OEM, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs......(Rupees).

This Bank Guarantee shall be valid up to(date).*We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before(date).

Yours truly, Signature and seal of the guarantor: Name of Bank: Address: Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.