Central University of Gujarat, Gandhinagar



## Supply, Installation, Commissioning of Interactive Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for Multimedia Education

Tender No.: CUG/09/2022-23

Dated: 19/12/2022

Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar – 382030 Tel:079-23977407 / 409, Email: <u>registrar@cug.ac.in</u>

## **INDEX**

Sr. No.	Chapter	Page No.
1	CHAPTER NO. 1 – INTRODUCTION	5
2	CHAPTER NO. 2 – GENERAL INSTRUCTION FOR BIDDER / OEM'S	6
3	CHAPTER NO. 3 – SPECIAL TERMS & CONDITIONS TO THE CONTRACT	13
4	CHAPTER NO. 4 – SCOPE OF WORK	15
5	CHAPTER NO.5 – TECHNICAL SPECIFICATION OF INTERACTIVE DISPLAYS WITH STORAGE, DIGITAL PODIUM AND DIGITAL MIXER, AND LIVE STREAMING SETUP FOR MULTIMEDIA EDUCATION SETUP	16
6	CHAPTER NO.6 – PRE-QUALIFICATION CRITERIA	24
7	CHAPTER NO.7 – COMMERCIAL BID	37
8	CHAPTER NO. 8 – FORM OF CONTRACT AGREEMENT	40

#### **TENDER DOCUMENT**

Sr. No.	BID-DATASHEET		
1.	Name of the Goods / Work	Supply, Installation, Commissioning of Interactive Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for Multimedia Education	
2.	Tender Number	CUG/09/2022-23	
3.	Bid validity	90 days	
4.	Issue of Tender Forms	Tender Documents /Forms can be Downloaded from the CUG's website: www.cug.ac.in Procurement Portal (CPPP)https://eprocure.gov.in/eprocure/app	
5.	Tender Mode	Online through <u>https://eprocure.gov.in/eprocure/app</u>	
6.	Earnest Money Deposit (EMD)	Rs. 2,10,000/-	
8.	Contact Person	For Technical query: Mr. Hiren Parmar, ICT Email : ict[at]cug[dot]ac[dot]in Tel: 079-23977454 (During office hours 9.30 am to 6.00 pm (Mon-Fri) For Commercial and general query: The Registrar Central University of Gujarat Email : registrar[at]cug[dot]ac[dot]in	
8.	Contact Address	Tel: 079-23977407 / 409 (During office hours 9.30 am to 6.00 pm (Mon-Fri) Central University of Gujarat (CUG), Sector 29, Gandhinagar-382030	

# **IMPORTANT DATES**

Publish Date	19/12/2022
Document Download start Date	19/12/2022
Document Download end Date	09/01/2023
Bid Submission Start Date	19/12/2022
Bid Submission End Date	09/01/2023
Bid Opening Date	10/01/2023

#### CHAPTER NO. 1 – INTRODUCTION

#### 1.1. INTRODUCTION

Central University of Gujarat (CUG), Established by Parliament of India through the Central Universities Act (2009), Ministry of Education, Govt. of India, invites quotations consisting of two-bid tender (Technical and Commercial) from eligible Service provider / Authorized Bidder / OEMs for **Supply, Installation and Commissioning of Interactive Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for Multimedia Education** 

The bid document and further amendments can be downloaded from the CUG website <u>www.cug.ac.in</u> or from the Central Public Procurement Portal (CPPP), Govt. of India website <u>https://eprocure.gov.in/eprocure/app</u> and submit (ONLINE MODE) the same on or before due date of the tender.

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

#### CHAPTER NO. 2 – GENERAL INSTRUCTION FOR BIDDER / OEM'S

- 2.1 Eligibility Criteria: The CUG 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 <u>Annexure-T-I</u>, 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 75 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, CUG may ask for extension of the period of validity and such a request shall be binding on Bidders / OEMs. CUG'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. Bidder can send their queries to:

For Technical query:	For Commercial and general query:
Mr. Hiren Parmar,	The Registrar,
Central University of Gujarat	Central University of Gujarat
ICT Email: ict[at]cug[dot]ac[dot]in	Email: registrar[at]cug[dot]ac[dot]in
Tel : 079-23977454	Tel: 079-23977407 / 409
(During office hours 9.30 am to 6.00 pm	(During office hours 9.30 am to 6.00 pm
(Mon-Fri)	(Mon-Fri)

The tender can be downloaded from the CUG website <u>www.cug.ac.in</u> or from Central Public Procurement Portal (CPPP), Govt. of India website <u>https://eprocure.gov.in/eprocure/app</u>

2.3 Earnest Money Deposit (EMD): The interested Bidders may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of Rs. 2,10,000/- (Two Lakh Ten Thousand Rupees Only) to be deposited in bank through online as per following:-

Beneficiary name: **CUG Deposit Account** Bank Name: **Canara Bank** Account no: **5999132000007 (5 Zero)** IFSC Code: **CNRB0005999** Branch address: **Canara Bank, CUG Campus, Sector-29, Gandhinagar- 382030.** 

The bid securities of the unsuccessful Bidder shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30 days after the award of the purchase order. No interest shall be payable by the CUG 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, CUG may solicit Bidder consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The Bid security shall also be suitably extended.

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.

- **2.4 Forfeiture of EMD :** EMD made by Bidder may be forfeited, if Bidder fails to comply the following conditions:
  - **2.4.1** If Bidder withdraw the proposal before the expiry of validity period
  - **2.4.2** Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
  - **2.4.3** Submitting false / misleading information / declaration / documents / proof / etc. The decision of CUG 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 will be deferred from participating in any job.
  - **2.4.4** If Bidder violates any of the provisions of the terms and conditions of the proposal.

The decision of CUG regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

2.5 Submission of Bid: The Bidder must submit proposal / bid as per their eligibility of prequalification criteria and scope of work under two bid system i.e., 1 - Technical Bid and -Financial Bid.

# Technical Bid and Financial Bid proposal to be uploaded on CPP Portal in e-Procurement mode only.

Bid may be submitted in the following manner:

- **2.5.1 Technical Bid:** Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria <u>*Annexure-T-I*</u>. The complete document should be numbered chronologically.
- **2.5.2 Financial Bid:** Shall contain the rates / prices of items duly filled in Chapter 7 (*Annexure–F-I*).
- **2.5.3** 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.
- **2.5.4** The bid shall be written in English only.
- **2.5.5** 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.
- **2.5.6** Each Bidder shall submit only one bid. A Bidder who submits or participates in more than One Bid (other than as a sub-Bidder or in case of alternatives that have been

permitted or requested) will cause all the proposals with the Bidder participation to be disqualified.

- 2.6 Performance Security Deposit: The successful Bidder shall have to deposit a Performance Security Deposit of the 3% of the total amount of work order immediately of the receipt of the LOI / Supply Order. The performance security deposit will be furnished in the form of Demand draft / Bank Guarantee / Fixed Deposit of any scheduled bank drawn in favour of "The Registrar, Central University of Gujarat" Payable at Gandhinagar. The performance security deposit should be valid for ninety days beyond the expiry of warranty period (39 months =3 years + 3 Months). Bank guarantees submitted by the tenderers/suppliers as EMD/Performance Security need to be immediately verified from the issuing bank before acceptance.
- 2.7 TIME SCHEDULE FOR DELIVERY & INSTALLATION: All delivery of the material will have to be completed within 30 days from the date of commencement of work / contract. All activities leading to the commissioning as per <u>CHAPTER NO. 4 SCOPE OF</u> <u>WORK</u> of the tender. Date of commencement shall be either one-week from the date of issued work order or the day on which the Bidder will take possession of site, whichever is earlier. 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 CUG, Gandhinagar by his own expenses. Institute will not provide any transportation charges as well as other expenses.
- **2.8** Liquidated Damage (LD): 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 for sum not less than 0.50% of the contract value for that item / job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, CUG reserves the right to terminate the contract and CUG will get the job completed by any other competent party. The difference of cost incurred by CUG will be recovered from the Bidder.
- 2.9 Warranty: Comprehensive onsite warranty for 3 (three) Years including Spare Parts etc. from the date of final satisfactory Installation, Implementation and working demonstration. No expenditure (either for repairs and replacement of consumable and / or non-consumable parts / or custom clearance) will be borne by the CUG during warranty period, however required documents will be provided. All the supplied items should be covered under warranty period. If any manufacturing or other technical defects found in any equipment which gives continuous trouble and malfunctioning during the warranty period, the Bidder shall replace the same with new equipment without any additional cost to the purchaser.

#### 2.10 Terms of Payment:

**2.10.1** 100 % payment will be release after successful completion of the supply / delivery, successful installation, and submission of performance bank guarantee to the Bidder

subject to issue of Final Acceptance Certificate, by e-transfer through RTGS / NIFT. No advance payment will be made. The Bidder should provide their bank details duly signed by authorized signatories at attached <u>Annexure T–III</u>.

- **2.10.2** Format of invoice is as per CUG (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) are that they shall be payable as per the rates submitted, negotiated, and agreed by both.
- **2.10.3** The CUG 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 CUG. Necessary TDS certificate will be issued by the CUG.
- **2.10.4** No claim for interest will be entertained by the CUG in respect of any payment / deposit which will be held with the CUG due to dispute between the CUG & Bidder or due to Admin delay for the reasons beyond the control of the CUG.
- **2.10.5** The CUG will not pay for any insurance charges against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery etc.
- **2.10.6** During the currency of Contract, no increase in rates will be allowed.
- **2.11 Price Bid:** The Price Rates should be quoted separately for each items / section respectively in <u>*Annexure–F-I*</u>. The price bids shall be opened on the scheduled time and date at Central University of Gujarat (CUG), Sector 29, Gandhinagar, in the presence of the representatives of the Bidder, if any, who wish to be present on the spot at that time.
  - **2.11.1** 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 to be 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.
  - **2.11.2** The rates shall not be change during the period of contract including extended period if any and rates shall not be subject to exchange variation, labor conditions, and fluctuations in railway freights, taxes or any conditions whatsoever. Bidder must include in their rates 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. 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 CUG. The same will remain firm during the contract period. While quoting their rates the bidder should include the following also if otherwise not stated herein before.
  - **2.11.3** The Price Bid as per Performa given in the tender documents as <u>*Annexure–F-I*</u>. Any conditions given in the price bid may cause rejection of Bid.

- **2.11.4** The GST charges should be provided separately in financial bid, the GST or equivalent, as may be in force in future would be paid on actual basis at the applicable rate.
- **2.11.5** The prices should be quoted in Indian Rupees.
- **2.11.6** The rates to be quoted for each section in figure as well as in words. (in case of dispute rates quoted in words shall be deemed to be correct)
- **2.11.7** The entire work to be handled 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 include the delivery, installation, training charges, warrantee (if any) etc.
- **2.12 Deletion of items:** The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The CUG can increase or decrease any quantities to any extent or even delete particular item as per requirements. Nothing extra will be paid by the CUG on account of omission / deletion of items or decrease in the quantity of items. The CUG shall not entertain any claim whatsoever from the Bidder on this account. The payment shall be made as per joint measurement.

#### 2.13 Bid Evaluation Criteria & Award Criteria:

- 2.13.1 After the opening of the technical bid, the same will be evaluated by a committee, in case the committee decided for seeking further information / clarification, the same shall be provided by the Bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all Annexure (T-I to XI) and meeting the requirements as specified in <u>CHAPTER NO.5 TECHNICAL SPECIFICATION OF INTERACTIVE DISPLAYS WITH STORAGE, DIGITAL PODIUM AND DIGITAL MIXER, AND LIVE STREAMING SETUP FOR MULTIMEDIA EDUCATION SETUP, the financial bid of such qualified Bidder 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 well in advance through phone / email. The Bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the Bidder who may wish to be present on that day.</u>
- **2.13.2** In case it is found that the Bidder 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 and shall not be evaluated.
- **2.13.3** Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder and shall not be evaluated.
- **2.13.4** The contract will be awarded for technically suitable lowest evaluated Bidder 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 CUG shall decide about the Bidder 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 CUG shall be final.

- **2.13.5** The competent Authority of CUG 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.
- 2.14 Amendment in Bid Document: At any time prior to the deadline for submission of proposals, CUG reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the CUG website <u>www.cug.ac.in</u> or from Central Public Procurement Portal (CPPP), Govt. of India website <u>https://eprocure.gov.in/eprocure/app</u> The Corrigendum shall be binding on all Bidder and will form part of the bid documents.
- 2.15 CUG Right to reject any of all bids: The competent Authority of CUG 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 there by incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such decision. Any effort by a Bidder / OEM's agent / consultant or representative, whosoever described to influence the CUG / in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
  - **2.15.1** The Registrar, CUG reserves the right to terminate the contract without assigning any reason by giving a notice of one month to the Bidder at any point of time during the period of the contract.
  - **2.15.2** The competent Authority of the CUG 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.
  - **2.15.3** CUG reserves the right to vary / alter / amend the eligibility criteria for the Bidder at anytime, in its discretion, before the last date submission of proposals.
  - **2.15.4** 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 CUG reserves the right at any fame and without advance notice, to change the procedure for the selection of Bidder.

#### 2.16 **Resolution of Disputes:**

**2.16.1** 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.

- **2.16.2** 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.
- **2.16.3** 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.
- **2.16.4** The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- **2.16.5** The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- **2.17 Extension of time:** If the Bidders desire any extension of time for completion of work on grounds of their 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 In the execution of the work. If in the opinion of CUG'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 time will be given without prejudice to CUG's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the CUG whatsoever on account of delay or idle labour / machinery.

Authorized Signatory (Signature in full):

Name and title of Signatory:

#### CHAPTER NO. 3 – SPECIAL TERMS & CONDITIONS TO THE CONTRACT

- 3.1 The CUG shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging, equipments, or vehicles of the personnel of the Firm / Agency deployed at the site.
- 3.2 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 nature.
- 3.3 The incomplete and conditional bids shall not be considered and likely to be rejected in very first instance.
- 3.4 The successful bidder 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.
- 3.5 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.
- 3.6 It is mandatory to quote the latest and improved model of said instrument for pesticide residue analysis. Quote should not be for refurbished instrument. All losses during transport will have to be borne by the Bidder.
- 3.7 The Bidder 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.
- 3.8 It is implicit that the Bidder has guaranteed for the equipment's 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 CUG.
- 3.9 The all equipment's should be from one manufacturer only and should be from OEM (Original Equipment Manufacturer) having ISO certification as specified in the tender document.
- 3.10 Vendor should provide local technical service support in India.
- 3.11 The Bidder 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.
- 3.12 Technically qualified vendor may be called for presentation / demonstration of their products.
- 3.13 Storage space may be allowed at site as per the availability. The Bidder will have to make his own arrangement for security and locking arrangement of the storage space. The Bidder may be required to vacate the storage space as per CUG's exigency without any extra cost.

- 3.14 The Bidder must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the CUG 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.
- 3.15 The successful bidder 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 CUG decision in such cases shall be final and shall not be open to arbitration.
- 3.16 The successful bidder 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 CUG.
- 3.17 The successful bidder is bound to dismantle all the quoted items from Central University of Gujarat, Sector 29, Gandhinagar campus and it will be responsibility of bidder to transport, installation and testing of all quoted goods to permanent campus of Central University of Gujarat, Kundhela, Vadodara Campus.
- **3.18** Agreement: The successful Bidder shall execute an agreement on non-judicial stamp paper with CUG in accordance with the standard format enclosed immediately after receipt of order failing which the bidder's EMD may stand forfeited.
- 3.19 Disclaimer: The near relatives of employees of the CUG are prohibited from participation in this tender.

Authorized Signatory (Signature in full):

Name and title of Signatory:\_\_\_\_\_

#### **CHAPTER NO. 4 – SCOPE OF WORK**

- 4.1 Scope of Work: Interactive Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for Multimedia Education as per technical specifications mentioned in this tender document at Central University of Gujarat (CUG), Sector 29, Gandhinagar with 3-year onsite warranty.
- **4.2** Final acceptance and Handover-takeover: Prior to final acceptance, the Bidder shall provide complete operation and maintenance instruction manuals to the CUG along with all the above-mentioned documents. All aspects of system operation and maintenance shall be detailed, including wiring diagrams of all circuits, a written description of the system design, sequence of operation and drawing(s), illustrating control logic and equipment used in the system. Checklists and procedures for emergency situations, maintenance operations and procedures shall be included in the manual. User acceptance testing will be done.
- **4.3 Training:** The Bidder shall provide the CUG with details of the onsite training required by personnel to operate and maintain the Setup. The Bidder and the customer shall jointly agree the number of staff to attend the training courses. For all the active components shall provide a certificate, indicating the end of life and end of support in form of spares etc. The product selected should conform to the tender specified life period. Further, all software provided for the above system, including operating system, video management software, client software etc. should be upgraded, if necessary, as and when a new upgrade is released by the developer / OEM at no extra cost during the tender specified life period of the above system. A certificate, confirming the above, shall be submitted from the respective developers / OEMs.

Authorized Signatory (Signature in full):

Name and title of Signatory:

#### <u>CHAPTER NO.5 – TECHNICAL SPECIFICATION OF INTERACTIVE DISPLAYS WITH</u> <u>STORAGE, DIGITAL PODIUM AND DIGITAL MIXER, AND LIVE STREAMING SETUP</u> FOR MULTIMEDIA EDUCATION SETUP

Sr.	FOR MULTIMEDIA EDUCATION SETUP Product Specifications	Compliance
<u>No.</u> 1	Supply, Testing and Commissioning of <b>86</b> " <b>Interactive touch</b> Should have Edge-Type LED Display,2H Screen Treatment, Should 3840 x 2160 mm Ultra HD Resolution, Glass Should Anti Glared (AG), 4mm Tempered type, Should B:38  T:38   L/R:38 mm Bezel width, screen size Should be 218.44 cm ,Aspect Ratio Should 16:9, Brightness Should 400 cd/m <sup>2</sup> ,Effective display Area Should be 1907 x 1076 mm, Horizontal & Vertical Viewing Angle Should 178 <sup>9</sup> ,Should have VGA input, Four HDMI2.0&Two USB2.0 Video Input terminals,HDMI2.0 Video output terminal, L/R audio Input, headphone Audio Output ,RS232 Serial Input, Ethernet(R]45)& Service(R]12) Terminals, Should Support USB 2.0 Connectivity, Should support HID, TUIO, Flash Connectivity, Touch Sensitivity Should Any touch with finger, gloved hand or pointer Supported, Should Support Infrared Technology, Should Support Windows®7,Windows®8, Windows®10, Vista, XP, Mac® OS, Linux, Android Applications, Reporting Rate & Frame Rate Should be Up to 450 fps, Should Support HID Compatibility, Should Have Feature like USB-Auto play, Auto-switch on Failover, Control button lock, HDMI Wake-Up & Mechanical Features like IR Touch, Remote, IR Extender Support, Rocker Switch, Detachable power cable, Carrying slots, Detachable logo positioning, Internal usb cover, Cable Holder. Should support OPS Compliance-Android/ Windows, Should have 2X12 W Built-in Speaker, Power Requirements Should110 VAC – 240 VAC, Power consumption Should 280 W. <b>(Qty. 4)</b>	(Yes/No)
2	Supply, Testing and Commissioning of <b>Wall / floor Mount Stand</b> For Above Display <b>(Qty. 4)</b>	
3	Supply, Testing and Commissioning of <b>OPS</b> having CPU: Onboard Intel Core i5-8260U, TDP: 15W, BOIS: AMI EFI BIOS, Chipset: Whiskey Lake, Memory: 2 x SO-DIMM DDR4 Slot, Support 4GB/8GB/16GB/32GB/64GB,DDR42133/2400Mhz, OS: WINDOWS 10, WINDOWS 10 IOT, LINUX, PXE: Yes Network: 2 x Onboard RTL8111 Gigabit Ethernet NIC,10/100Mbps/1000Mbps Base T LAN, Video: Intel UHD Graphics 620, Module: 1 x MSATA-half slot for WIFI & Bluetooth Module, Antenna: 2 x inner RF cables and 2 x external antenna, MSATA: 1 x M-SATA3.0 slot for MSATA SSD, support 6Gb/s, M.2: 1 x M.2 slot NVME 2280 SSD, SATA: 1 x SATA3.0 slot for SATA HDD or SSD, support 6Gb/s <b>(Qty. 4)</b>	
4	Supply, Testing and Commissioning of <b>NAS Box</b> should have Intel Celeron N5105 Quad-Core 2.0GHz (burst up 2.90 GHz) Processor, Hardware Encryption Engine, H.264 (AVC),H.265(HEVC), MPEG-4 Part 2, MPEG-2, VC-1 Hardware Acceleration Engine. Memory : 4GB SO-DIMM DDR4 (4GB x1, Expandable. Max 16GB), M.2 Drive Slots :	

	4 x NVMe, HDD : 4x SATA3 6Gb/s; 3.5"/2.5" HDD/SSD, Maximum Internal Raw Capacity : 80 TB (22 TB HDD X 4), Maximum Raw Capacity with Expansion Units : 240 TB (20 TB HDD X 12), Expansion : 2x USB 3.2 Gen 2x1, Network : 2x 2.5 Gigabit Ethernet (2.5G/1G/100M), PCIe Expansion Slots : 1x for optional expansion 10 GbE card, Input Power Voltage : External Power Adaptor: 90W x1, 100V to 240V AC. Power Consumption : 35 W (Operation); 17.3 W (Disk Hibernation); 0.88 W (Sleep Mode). Volume Type : Single disk, JBOD, RAID 0, RAID 1, RAID 5, RAID 6, RAID 10. HDMI Output : 1x HDMI 2.0b. It Should have Infrared Receiver, Remote, Tray Lock. <b>(Qty. 1)</b>	
5	Supply, Testing and Commissioning of Connector & Accessories	
6	Installation, Testing & Commissioning of Interactive Displays all Location	
7	Supply, Testing and Commissioning of <b>Rack-mountable Digital</b> <b>Mixer</b> with 5" colour touchscreen, 16 Mono Inputs, 3 Stereo Inputs, 4 Stereo FX with dedicated FX Returns, 16 Buses, 12 Mix Outputs and 4 Soft Keys. It should have Extra stereo outputs, 4 Mute Groups, 4 DCA Groups and Master strip for quick access to mix levels and processing. Trim, polarity, HPF, gate, insert, 4-band PEQ, compressor, delay on all Inputs. Insert, 4-band PEQ, 1/3 octave GEQ, compressor, delay on all Outputs. Built-in Signal Generator, Pro Factory Mic Presets, Spectrogram to aid feedback elimination and room acoustics. <b>(Qty. 1)</b>	
8	Supply, Testing and Commissioning of miniature electret condenser <b>gooseneck microphones</b> with a desktop base should have wide dynamic range of 94Db at 1 k $\Omega$ load and frequency response from 50Hz to 15000Hz for accurate sound reproduction across the audio spectrum, should have interchangeable cartridges provide the right polar pattern for any application, should have balanced, transformer less output for increased immunity to noise over long cable runs, should have programmable on/off switch and LED on/off indicator, logic input and output terminals for remote control, should have 150 $\Omega$ rated output impedance, min. 45dB or more common mode rejection, 50dB or more multi switch attenuation, preamplifier output clipping level of -6.0 dBV at 1% total harmonic distortion as per technical specifications as required. <b>(Qty. 2)</b>	
9	Supply, Testing and Commissioning of <b>Digital Wireless</b> <b>Transmitter</b> should delivers transparent 24-bit digital audio and rock solid RF performance with easy setup and rechargeability options, Extended 20 Hz to 20 kHz frequency range (microphone dependent),120 dB dynamic range, Digital predictive switching diversity, 44 MHz tuning bandwidth (region dependent),Should Uniform cardioid pick-up pattern for maximum gain before feedback and excellent rejection of off-axis sound, Tailored frequency response specifically shaped for vocals, with brightened midrange	

	and bass roll off to control proximity effect, On/Off switch, Supplied	
	with break-resistant stand adapter which rotates 180 degrees, Frequency response 50 to 15,000 Hz. Rated impedance 150 $\Omega$ , 32 available channels per frequency band (region dependent),Up to 10 compatible systems per 6MHz TV band, 12 systems per 8 MHz bandv, Easy pairing of transmitters and receivers over scan and IR sync, Up to 8 hours from rechargeable battery. <b>(Qty. 1)</b>	
10	Supply, Testing and Commissioning of miniature <b>electret condenser gooseneck microphones</b> with a desktop base should have wide dynamic range of 94Db at 1 k $\Omega$ load and frequency response from 50Hz to 15000Hz for accurate sound reproduction across the audio spectrum, should have interchangeable cartridges provide the right polar pattern for any application, should have balanced, transformer less output for increased immunity to noise over long cable runs, should have programmable on/off switch and LED on/off indicator, logic input and output terminals for remote control, should have 150 $\Omega$ rated output impedance, min. 45dB or more common mode rejection, 50dB or more multi switch attenuation, preamplifier output clipping level of -6.0 dBV at 1% total harmonic distortion as per technical specifications as required <b>(Qty. 1)</b>	
11	Supply, Testing and Commissioning of <b>Digital Podium</b> with wheel mounted capable of moving in all directions with a facility of lock them while the Electronic podium is in use The enclosure should made up of wood and stainless steel material having easily opening/closing sliding cover, should be with adjustable monitor angle system, should be with RFID locking system, with laptop resting arm, visualizer tray with locking system. Podium should have laptop interface as Powerx1, USBX2, AUDIOX1, VGAX1, SOUND IN X1, and RJ45X1. Podium should be with AC power output of 220V-240V with 50/60Hz having 3KW maximum input power. Podium should have 16:9 screen with technology of 10 points capacitance touch, touch fine, writing rapidly having USB, VGA and 12V DC interface. Screen should have touch durability of 60 million times or more, 170 degree horizontal viewing angle, and 160 degree vertical viewing angle. Screen should be with armored glass front cover, aluminum alloy frame side cover and metal plate fine spraying (Color selectable) back cover. Podium should be with touchpad consists of 12 keys, each touch keys with blue (or orange, green, red) LED backlight should Support for one key class on, one key class off, one key control the projector, a function key to turn off the projector, control electric screen lift, volume and other functions. Touchpad should have IC card reader which can be connected to electric locks, class on and unlocked by swiping card, and class off and locked by swiping card, should have built in 3x2 VGA switch splitter, support desktop computers, notebook computers, digital visualizer 2-way VGA output, monitor, projector, 2x1 audio splitter, desktop computers, laptops, 2-way audio input, 1 channel audio output; support IR learning function, integrated 1-	

	way infrared transmission interface,1 programmable integrated RS232 control interface, 1 computer switch interfaces, built-in projector power and electric screen power control, integrated commonly used projector serial code , can be selected via DIP switch. System should have imported ARM 32-bit processor as the main chip which effectively improve product performance and also reduce the energy consumption of products, should be with 12V 2A switching power supply to enhance the stability of the product. Touch panel should host using RS232 serial cable, serial cable can be inserted in the back or side of the touch panel, suitable for each small space installation. <b>(Qty. 2)</b>	
12	Supply, Testing and Commissioning of <b>3-WAY PA Active Speaker</b> System has a built-in Power Amplifier with multiple inputs &12V Rechargeble Lithium Ferro Phosphate Battery for use in a wide variety of PA and Musical Programmes. This is an ideal equipment for small as well as medium gathering of around 150 people. It should have 3 Wired Microphones Inputs, In-built Wireless Microphones, Digital Echo Effect, Line out to link another amplifier, or for recording on a computer, 3-way Speaker System, 2 x 8" Full Range Speaker & 3" Highs, 60W music Power, High Quality Acoustic painted Wooden Cabinet, Digital Music Player with BLUETOOTH & RECORDING. <b>(Qty. 1)</b>	
13	Supply, Testing and Commissioning of Patch Cables, Connectors and Accessories	
14	Supply, Testing and Commissioning of Video Production System Should have Network Video Input : 8 x IP video inputs via NDI®, resolution-independent, Digital Video Input : 4 x HDMI video connections supporting video input in any combination of standard formats, resolutions, and frame rates1, • 2160p: 29.97, 25 • 1080p: 59.94, 50, 29.97, 25 • 1080i: 59.94, 50 • 720p: 59.94, 50, 29.97, 25 • SD: 59.94, 50, 25. PTZ : Support for up to 8 simultaneous Pan-Tilt- Zoom (PTZ) robotic cameras via serial and network protocols, including RS232*, RS422*, and IP, with integrated controls and preset system. Skype TX : Native support for up to 2 simultaneous Skype® video call inputs via Skype TX software integration, including tally and Talk Back communication. Network Video Output : IP video output via NDI, optionally configurable for: • 4 x independent video mix outputs • 1 x 4K UHD video mix output. Stream Output : 2 x streaming video output, independently configurable, with simultaneous stream archive. Monitor Outputs : • 4 x mini display port with output adapters • 3 x of the outputs support multiviewers using standard display resolutions. DSK Channels : DSK Channels2 x DSK channels. Virtual Sets : Integrated LiveSet <sup>™</sup> technology with 30+ live virtual sets and box effects included. Mix/Effect Buses (M/E) : • 4 x M/E buses supporting video re-entry • 1 x Mix/Effect channel per bus with support for up to 2 sources • 2 x KEY layers per bus. Media : • 5 x Media Players (2 x DDR, 2 x GFX, 1 x Sound) • 15 x Media Buffers (10 x Live Link or	

	Animation Buffers, 5 x Graphics Buffers). Recording : 4 x recording channels from either NDI® inputs or Mix outputs, Records and retains alpha channel data, 4 x QuickTime® archival video recorders (Native NDI Codec for recording)2. Storage: Capacity varies by format, resolution and file specification Supports recording to external storage via USB 3.0. Export : Export video and image files to social media, FTP, local or external volumes, and network servers, with optional transcoding. Audio Mixing : Integrated multi-channel audio mixer with support for stereo audio, and DSP's. Local Audio Input : 2 x embedded digital audio inputs through HDMI conversion, $1 \times 1/4^{"}$ (6.35 mm) balanced mic, $2 \times 1/4^{"}$ (6.35 mm) balanced line. Local Audio Output : 2 x embedded digital audio outputs through HDMI conversion, $2 \times 1/4^{"}$ (6.35 mm) balanced line, $1 \times 1/4^{"}$ (6.35 mm) stereo headphones jack. Network Audio : Native support for network audio input and output via NDI®, Embedded audio supported for all NDI® input and output video signals, Integrated support3 for Dante <sup>™</sup> networking protocol from Audinate. Supported Media File Formats : Import, store, and play back multimedia files, with optional transcoding, including: • Video: AVI, DV, DVCPro, DVCProHD, FLV, F4V, H.263, H.264, MOV, MKV, MJPEG, MPEG, MP4, WMV, WebM, and more • Image: PSD, PNG, TGA, BMP, JPEG, JPEG- XR, JPEG2000, EXR, RAW, TIF, WebP, and more • Audio: AIFF, MP3, WAV, and more. Processing Video : Floating Point YcbCr +A 4:4:4:4 Audio: Floating Point, 96 kHz. <b>(Qty. 1)</b>	
15	Supply, Testing and Commissioning of <b>Control Surface</b> having Large, backlit buttons and premium T-Bar for confident, comfortable performance. Faster, more accurate interaction than point and click. Attractive, compact design and simple, plug-and-play setup. Intuitive layout mapped to the Video Production System live desktop. It should have 1 x panel stripes, 14 x column switcher source buttons arranged in two banks, 2 x multi-mode T-Bars, USB Connectivity. <b>(Qty. 1)</b>	
16	Supply, Testing and Commissioning of <b>4K Dual-Eye Intelligent</b> <b>Camera</b> with a panoramic camera to detect participants in real-time and a PTZ camera to capture the best picture of everyone in the room. Video features : 4K/30FPS, PTZ camera : 8MP sensor 20X HD zoom (12X optical + 1.7X digital), Pan: ±100°, Tilt: +40°, -90°, 90° FoV. Panoramic camera : 8MP sensor 120° FoV Automatic privacy shutter. It should have Auto Framing, Speaker Tracking, Presenter Tracking, Presets, Lens privacy protection. Audio Features : Support array microphone Up to 6, Support wireless microphone Up to 4, Support Mspeaker II Up to 4. It should have USB3.0 Type B, USB2.0 Type A, HDMI port, Security lock slot, Reset slot Physical Connections. Power adapter should be AC 100~240V input, DC 48V/0.7A output. <b>(Qty. 4)</b>	
17	Supply, Testing and Commissioning of adjustable tripod stand for camera. <b>(Qty. 4)</b>	

18	Supply, Testing and Commissioning of Spark Connector Should have 1 x HDMI Video Input, 1 x HDMI Video Output, 3.5mm Mono Mic Level Embedded HDMI Audio Input, 3.5mm Line Level Embedded HDMI Audio Output, Should have 4 Encode & 2 Decode Audio Channels, Should have 1 x RJ-45 port Gigabit Ethernet, Should Support Web-based user interface for configuration and monitoring & Tally , Should Support 2160p: 60, 59.94, 30, 29.97, 25 1080p: 60, 59.94, 50, 30, 29.97, 25 720p: 60, 59.94, 50, 29.97 576p: 50 480p: 60, 59.94 Formates, Power Should be Power over Ethernet or External Power Adaptor DC 5V~18V Power Supply. <b>(Qty. 1)</b>	
19	Supply, Testing and Commissioning of HDMI Extender Set with Bidirectional IR with EQ and EDID management should have point to point extension of HDMI over UTP supporting 1080p@60hz/24bit video and audio up to 40m/131ft along a single Cat5e/6 cable, should support all high definition resolutions like 1080p, 1080i, 720p with screen refresh rates of 24Hz, 30Hz, 50Hz and 60Hz, should transmits discrete wide-band bidirectional IR control signal together within the HDMI signal over UTP, includes wide-band and dual-band IR Receivers for improved IR performance, extensive EDID management on Transmitter and EQ management on Receiver for improved communication between connected devices and transmission over cable distances, low profile chassis of 17mm / 0.67" for easier, more convenient installations behind screens at display zones, full 3D compatibility, extenders cascadable up to 7 times within a single output zone, 24bit True Color, cable termination follows IEEE-568B standards, HDCP compliant, should be with additional power via phoenix connection, LED indication for visual confirmation of power supply to units and signal status to show established connection between connected devices. <b>(Qty. 1)</b>	
20	Supply, Testing and Commissioning of <b>HDMI Patch Cord</b> of 1 meter for display. 4K UHD and HD compatible, 99.999% oxygen free copper conductors, Flexible, durable foil-insulated housing material increases ease of installation and product life Exceptional high speed performance for 4K UHD and HD 1080p displays with 3D, Perfect opaque plug end as well as excellent conductivity and protection against oxidation, Kink protection and strain relief to protect conductor. <b>(Qty. 8)</b>	
21	Supply, Testing and Commissioning of <b>8 Port POE AV Network</b> <b>Switch</b> with 8-port 10/100/1000BASE-T (RJ45) PoE+ with 125W PoE budget, 2-port 10/100/1000BASE-T (RJ45), 2-port 1000BASE-X (SFP), 24 Gbps non-blocking fabric across 12 ports, Out-of-band 1G Ethernet management port, USB-C and RJ45 RS232 console ports and USB-A storage port, Front black display panel and all ports in the back, Possible reversed mounting with ports in the front, Rack- mounting standard brackets, Longer brackets for recessed mounting (2 inches / 5 cm), Threaded hole in front (1xM10) for clamps, Threaded holes on the bottom (4xM5) for 50x100mm VESA plates,	

	<ul> <li>Selectable fan modes for fanless, quiet, or cool operation. AV</li> <li>Software Features: Pre-configured for audio and video over IP out of the box, the M4250 switches enable encoders and decoders to be connected with zero configuration</li> <li>When more configuration is required, an AV web-based GUI is available, This interface has been specially designed for AV installers with specific AV-related controls made more accessible and with port-based profiles.</li> <li>For audio, profiles for Dante, Q-SYS, AES67 are built-in, as well as an AVB profile (AVB license sold separately)</li> <li>For video, the M4250 offers profiles for NVX, SVSI, Q-SYS, NDI, Kramer KDS, Aurora Multimedia, ZeeVee, Atlona, Dante and SDVOE. Other AV CODECs and manufacturers are supported as well as audio/video/control mixed profiles, With Auto-Trunk and Auto-LAG, simply connect M4250 switches together and you are done. Uplink options include 1G for audio installations or standalone video installations as well as 10G uplinks for larger scale video deployments. Also includes 12-port multi-gigabit Ethernet and 16-port 1G/10G fiber models for plug and play aggregation in a star topology. Designed for a clean integration with traditional, rack-</li> </ul>	
22	mounted, AV equipment <b>(Qty. 1)</b> Supply, Testing and Commissioning of <b>CAT-6 Shielded Cable with</b>	
	all accessories (Qty. 305 Mtr)	
23	Supply, Testing and Commissioning of Patch Cable, Connector & Accessories	
24	Supply, Testing and Commissioning of SDI Cable (Qty. 200 Mtr)	
25	Supply, Testing and Commissioning of <b>Video Wireless SDI</b> <b>Transmitter and Receiver</b> having wireless transmission technology, offers a new standard for real time video monitoring up to 1000 ft. line of sight. Boosted signal strength and superior anti- interference capability in the 5.1 GHz – 5.8 GHz frequency spectrum guarantee buttery-smooth video transmission in complex environment. It should allows HDMI & SDI connections on both the TX and RX Unit. It can work with any mainstream camera, monitor or switcher. It should have 20 MHz Channel Bandwidth, As low as 0.04s Latency, $\leq$ 22 dBm RF Power, -80 dBm RF Sensitivity. Interfaces : 2 x RP-SMA Male Transmitter Antenna Ports, 2 x RP-SMA Male Receiver Antenna Ports, 1 x HDMI Input and 1 x SDI Input and 1 x SDI Loop out Transmitter Video Connectors, 1 x HDMI Output and 2x SDI Output Receiver Video Connectors, 1 x USB Type-C and 1 x DC Power Input Transmitter Other I/O, 1 x USB Type-C and 1 x DC Power Input Receiver Other I/O, HDMI Embedded Audio. Video Format: HDMI: 480p60, 576p50, 720p50/59.94/60, 1080i50/59.94/60, 1080p 23.98/24/25/29.9/30, 1080p50 /59.94 / 60. <b>(Qty. 1)</b>	

26	Supply, Testing and Commissioning of Full-Duplex <b>Wireless DECT</b> <b>Intercom (Talkback) System with 4 Headsets</b> . Full-duplex wireless DECT intercom system engineered to provide clear audio and all-day wearing comfort in a true-wireless design with no body pack or hub required. System should be configuration includes 4 single-sided headsets, 1 master and 3 remote units, along with rechargeable batteries, a charger, and accessories. The system should uses DECT 6.0 encryption and dual antenna technology to ensure secure and reliable transmission at a minimum range of up to 1000'—making it well suited for a variety of applications including film production, concerts, and public events. Wireless Modulation Analog: GFSK. Duplex Mode Echo Cancellation. Approximate RF Sensitivity : -90 dBm. Headphone:- Earpiece Design should be On-Ear (Supra-Aural) / Over-Ear (Circumaural) Earpiece Connection / Wearing Style must be Headband with Single Earpiece (Left or Right Side) Mono should be Adjustable Boom, Earpiece with Frequency Response of 150 Hz to 7 kHz and Maximum Sound Pressure Level should be SPL 115 dB , Total Harmonic Distortion THD @1%, SNR Headphones should be >55 dB. Microphone should be Electric Condenser Interchangeable Left or Right Side, Pickup Pattern should be Cardioid with <1% Distortion .Battery should be 1 x 26650 Lithium-Ion with minimum Capacity 700 mAh and Runtime should be 10 Hours and Recharge Time 23hould be 2.5 Hours. <b>(Qty. 1)</b>	
27	Supply, Installation and Testing of Video Equipment	

Note: System should be integratable with our existing system and it should be under warranty period for 3 years.

**Installation Material:** All installation materials including power cables, interconnection cables, connectors and other accessories (including brackets, nuts, bolts, screws etc.) required for installation of the complete system shall be quoted. Completeness of the system will be responsibility of the bidder.

The bidder has to provide schematic diagram of the technical workflow to ensure the work ability of the offered solution in all respects.

Authorized Signatory (Signature in full):

Name and title of Signatory:

#### **CHAPTER NO.6 – PRE-QUALIFICATION CRITERIA**

#### Central University of Gujarat (CUG), Sector 29, Gandhinagar (Tender No. CUG/09/2022-23)

The CUG 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.	Pre-qualification criteria	Documents to be provided	Attached	-
<b>No.</b> 1.	The Bidder(s) should be a registered	Copy of Company Incorporation	(Y/N)	No.
1.	company in India under Companies	Copy of Company incorporation Certificate along with proof of		
	Act 1956 and should have at least 05	bidder working in the relevant		
	years of prior experience of Supply,	domain or business should be		
	Installation and Commissioning of	enclosed		
	Studio Setup / Audio Video / Smart			
	Classroom equipment for the			
	Broadcast Studios, TV Channels,			
	Educational Institutes and other			
	Organizations, etc. as on date of RFP /			
	NCB.			
2.	The Bidder should have successfully	The details of such institutions and		
	Supply, Installation and	the cost with name of equipment		
	Commissioning of Studio Setup /	also be supplied with the standard		
	Audio Video / Smart Classroom at	format enclosed ( <u>Annexure T</u> -		
	Government clients / Autonomous	<u>VIII</u> ) with Work / Purchase orders		
	Bodies / Universities / Deemed	and Completion certificates issued		
	universities to be universities public	by the client should been closed.		
	sector etc. in India.			
	i. Three similar work whose values			
	is not less than 30 lakhs each of the estimated cost <b>or</b>			
	ii. Two similar works whose			
	individual value is not less than 50			
	lakhs each of the estimated cost or			
	iii. One similar work whose value is			
	not less than 1 Crore of the			
	estimated cost.			

3.	The Bidder have annual turnover of at least 2 Crore in each last three financial years.	The details of such turnover with the standard format enclosed (Annexure T - X) with audited balance sheets / P&L account and Income Tax Return certificates for the last 3 financial years.
4.	Rs. 2,10,000/-	Attached with technical bid.
5.	OEM's / Bidder / OEM's Details	As <u>Annexure T–II</u> (Standard prescribed format)
6.	Bank details	As <u>Annexure T–III</u> (standard prescribed format)
7.	OEM / Bidder Bid form	As <u>Annexure T–IV</u> (standard prescribed format)
8.	Declaration of Bidder / OEM	As <u>Annexure T– V</u> (standard prescribed format)
9.	Manufacturer's Authorization Form The Bidder(s) must either be OEM(s) or their authorized business partners of repute as evidenced by copies of relevant certificates.	As <u>Annexure T– VI</u> (standard prescribed format) Authorization letter from the Principal Suppliers / Manufacturers should be enclosed
10.	Warranty declaration Form.	As <u>Annexure T– VII</u> (standard prescribed format)
11.	Details of works of Similar Nature	As <u>Annexure T– VIII</u> (standard prescribed format)
12.	Declaration of blacklisting / non- Blacklisting	As <u>Annexure T– IX</u> (standard prescribed format)
13.	Financial Capability of Bidder / OEM / Turnover	As <u>Annexure T– X</u> (standard prescribed format)
14.	Details of Firm's Experience of Similar Services	As <u>Annexure T– XI</u> (standard prescribed format)

15.	The Bidder(s) should not be involved in any Bankruptcy filing or for	<b>–</b>	
	protection from it.		
16.	The Bidder (s) should have been posting profits for last three financial year and should have a net positive worth.	Duly certified and signed statement by the authorized CA been closed	

Note:

- The Bidders who are not meeting any of the above mentioned general, technical or commercial criteria shall be disqualified straight way and their commercial bids shall not be opened and evaluated further.
- 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.

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:	
	Particular Details of the Bi	dder / OEMs Representative
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:

<u>Annexure T–III</u>

[On the original letter head of the Bidder / OEM]

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

#### RTGS / National Electronic Fund Transfer (NEFT) Mandate Form

Sr. 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	

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 letter head of the Bidder / OEM] BIDFORM

To,

The Registrar, Central University of Gujarat (CUG), Sector29, Gandhinagar

# Sub: Supply, Installation, Commissioning of Interactive Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for Multimedia Education at CUG, Gandhinagar

Dear Sir,

We the undersigned Bidder (s), having read and examined in detail the specifications and other documents of the "Supply, Installation, Commissioning of Interactive Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for Multimedia Education" Tender No. CUG/ /2022-23, 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 90 (ninety) 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 hall 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. The firm has to fulfill the terms and conditions mentioned in Chapter 1 to 5.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (3%) of the Order value / tender value as stipulated in Financial Bid / tender document.

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

Dated, this...... Day of ...... 2022

Thanking you, we remain,

Authorized Signatory (Signature in full):

Name and title of Signatory
-----------------------------

Stamp of the Company:

<u>Annexure T– V</u>

[On the original letter head 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 / organizations too have all been taken into consideration, while submitting this declaration letter.

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

In case any provision of this tender is 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:

Annexure T-VI

[On the original letter head of the Bidder / OEM]

#### **MANUFACTURER'S AUTHORIZATION FORM**

To Central University of Gujarat (CUG), Sector 29, Gandhinagar Ref: Tender No.:

WHEREAS		who are official
producers of		who are official and having production facilities at
		do hereby authorize
		_(hereinafter, the "Bidder / OEM") to
submit a bid of the following Products the above Invitation for Bids.	produced by us, for	the Supply Requirements associated with
When resold by		, these products are subject to our
applicable standard end user warranty t		
We assure you that in the event of		, not being able to
		rd Warranty Terms we would continue to
meet our Warranty Terms through alter	nate arrangements.	
We also confirm that	provide maintena	is our authorized Bidder /ice and upgrade support for our products.
	1	
		rrent product list and are not likely to be
discontinued within 5 years from the	day of this letter.	We assure availability of spares for the
products for the next five years after the	ee (3) years warran	nty.
Name In the capacity of		
Signed		
Duly authorized to sign the authorization	n for and on behalf	fof
Dated on	_day of	2022

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

<u>Annexure T– VII</u>

[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 on a regular basis with technology / product updates and extends support for the warranty as well.

Authorised Signatory:\_\_\_\_\_ Date:\_\_\_\_\_ Name of the Authorised 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 for 3 years 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.

Authorised Signatory:\_\_\_\_\_

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

Name of the Authorised

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 officers to whom reference may be made.				
10.	Remarks				

\*Indicate gross amount claimed and amount awarded by the Arbitrator. \*For each work, separate sheet be prepared as per above proforma.

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

Date: Place:

<u>Annexure T–IX</u>

[On the original letterhead of the Bidder / OEM]

#### CERTIFICATE DECARATION REGARDING BLACKLISTING / NON-BLACKLISTING

 $I \ /$  We Proprietor / Partner (s) / Director (s) of M/s ...... hereby 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

I / We proprietor / partner (s) / Director (s) of M/s..... firm/ hereby declare that the company namely was M/s blacklisted or debarred by any Government Department from taking part in Government tenders for a period of entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender / contract will be rejected / cancelled by CUG and earnest money / EMD shall be forfeited. In addition to the above CUG will not be responsible to pay the bills for nonaccess.

Seal of the firm should be affixed

Signature.....

Name: .....

Capacity in which as signed: .....

Name & address of the firm: .....

.....

Dated:

Signature of Bidder with seal.

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.

<u>Annexure T–X</u>

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

Date:

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

#	Financial Year	Turnover in Indian Rupees
А	2019-2020	
В	2020-2021	
С	2021-2022	

[Extra rows may be added, if required]

\*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the abovementioned financial years shall submit as supporting evidence.

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

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

Authorized Signatory

(Signature In full):_	

Name and title
of Signatory:

Stamp of the		
Company:		

Annexure T-XI

#### [On the original letterhead of the Bidder / OEM]

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

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

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Ac	iod of ccess End	Page No

- 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:
# CHAPTER NO.7 – COMMERCIAL BID

# Central University of Gujarat (CUG), Sector 29, Gandhinagar (Tender No. CUG/09/2022-23)

#### <u>Annexure–F-I</u>

# Commercial Bid [On the original letterhead of the Bidder / OEM]

To,

The Registrar, Central University of Gujarat, Sector 29, Gandhinagar-382030

Dear Sir,

I / we wish to submit our tender for Supply, Installation and Commissioning of Interactive Displays with Storage, Digital Podium and Digital Mixer and Live streaming Setup at CUG, Gandhinagar on the following rates: -

Sr. No.	Description of Item	(1(050)	Unit Price with 3 Years Warranty (In Rs. Without tax)	Warranty (In Rs. Without tax)		GST in Rs.	Total Cost (TC) in Rs.
А	В	С	D	E=C*D	F	G	TC=E+G
1.	86" Interactive touch panel	4					
2.	Wall / floor Mount Stand	4					
3.	OPS	4					
4.	NAS box	1					
5.	Connectors & Accessories	4 Set					
6.	Installation of Interactive Display with Storage	1					
7.	Rack-mountable Digital Mixer	1					
8.	Gooseneck microphones	2					

9.	Digital Wireless Transmitter	1			
10.	Electret Condenser Gooseneck Microphones	1			
11.	Digital Podium	2			
12.	3-WAY PA Active Speaker	1			
13.	Supply, Testing and Commissioning of Patch Cables, Connectors and Accessories (Integrated with Interactive Panel)	1			
14.	Video Production System	1			
15.	Control Surface of Video Production	1			
16.	4K Dual-Eye Intelligent Camera	4			
17.	Adjustable tripod stand for camera	4			
18.	Spark Connector	1			
19.	HDMI Extender Set with Bidirectional IR with EQ and EDID management	1			
20.	HDMI Patch Cord (1 Meter)	8			
21.	8 Port POE AV Network Switch	1			
22.	CAT-6 Shielded Cable with all accessories	305 mtr.			

23.	Supply, Testing and Commissioning of Patch Cable, Connector & Accessories with Video Production System	1				
24.	SDI Cable	200 mtr				
25.	Video Wireless SDI Transmitter and Receiver	1				
26.	Wireless DECT Intercom (Talkback) System with 4 Headsets	1				
27.	Supply, Installation & Testing of Equipment with Integration	1				
Total price in Rupees:						

In words:\_\_\_\_\_

Authorized Signatory (signature in full):

Name and Title of Signatory:

Company Rubber Stamp:\_\_\_\_\_

#### CHAPTER NO. 8 – FORM OF CONTRACT AGREEMENT

# Central University of Gujarat (CUG), Sector 29, Gandhinagar (Tender No. CUG/09/2022-23)

#### Annexure C-I

#### FORM OF CONTRACT AGREEMENT

This agreement made the \_\_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 20.... BETWEEN, Central University of Gujarat (Hereinafter called "CUG") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Central University of Gujarat (CUG), Sector 29, Gandhinagar – 382030, Gujarat, India on the ONE PART; and

* Shri	S/I	D/o		resident of
		he sole proprietor of M/s _		having
office at the follow				
* M/s		the partnership firm	having	an administrative
principal office	at			represented by its
Managing / duly a	uthorized partner.			
*M/s		company / body corp	orate in	corporate under the
provisions of the	Companies Act 1956	having its registered of	fice at t	he following address
		,	duly	represented a
		duly represented by i	ts consti	ituted and authorized
Managing Directo	r, Shri	and (hereinafter call	ed the Bi	idder which term shal

also be called the Supplier) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted as signs on the other part

WHEREAS THE Client / CUG 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 bidders for the supply, installation and performance of such works has been accepted by the CUG 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 No.CUG/09/2022-23**
  - b) General rules and Instructions for the guidance of bidder.
  - c) The Tender, Letter of Acceptance, Letters from & to the bidder, 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 hall be part of the agreement.

#### [Note:\*Strike off whichever is not applicable]

3. In consideration of the payments to be made by the CUG to the bidder, the bidder hereby covenants and agrees with the CUG 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. The firm has to fulfill the terms and conditions mentioned in Chapter 1 to 5.

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

Signed,	sealed,	and	delivered	by	the
said bidder,					

\_\_\_\_\_to the CLIENT (CUG)\_\_\_\_\_\_in the presence of:

Signature of Bidder (with seal)

Witness (Signature, Name & Address): 1).

2).

# Signature of Authorised representative of the Client / CUG Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

# Central University of Gujarat (CUG), Sector 29, Gandhinagar (Tender No. CUG/09/2022-23)

Annexure C-II

# PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Date:

Bank Guarantee No.

To, The Registrar, Central University of Gujarat (CUG), Sector29, Gandhinagar -382030

Dear Sir,

1. WHEREAS......(Name of Bidder / OEM) hereinafter called "the Bidder / OEM" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for Supply, Installation & Commissioning of Interactive Displays with Storage, Digital Podium and Digital Mixer, and Live Streaming Setup at CUG, Gandhinagar. AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing this PROJECT.

WHEREAS we \_\_\_\_\_\_("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the "CUG" 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 to CUG under the terms of their Agreement dated\_\_\_\_\_\_. Provided, however, that the maximum liability of the Bank towards CUG 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 CUG in that behalf and without delay / demur or set off, pay to CUG any and all sums demanded by CUG under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from CUG to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr.\_\_\_\_\_

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 & CUG. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise

affected by:

Dated:

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 with any of the terms and conditions of any Agreements / credit arrangement, present or future, between Bidder and the Bank.

The BANK also agrees that CUG 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 and not withstanding any security or other guarantee that CUG 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 CUG or any other indulgence shown by CUG 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 Gandhinagar 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) Plus Attorney as per Power of Attorney No.:	Designation with Bank Stamp

# Central University of Gujarat (CUG), Sector 29, Gandhinagar (Tender No. CUG/09/2022-23)

#### **Annexure C-III**

#### FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND LETTER OF GUARANTEE

To,

The Registrar, Central University of Gujarat (CUG), Sector 29, Gandhinagar

IN ACCORDANCE WITH YOUR TENDER for supply of ....., M/s. .....(hereinafter called the "Bidder / OEM") having its Registered Office at wish bid for to participate in the said the supply .....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs.....) valid up to.....(180 days from the date of issue of Bank Guarantee), is required to be submitted by the Bidder 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 within the validity period; ii) Non acceptance of the Letter of Intent/ Purchase order by the Bidder 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:

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:

# (Address of local branch).

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.

#### (To be printed on Supplier's letterhead)

#### **INTEGRITY PACT**

#### General

WHEREAS the BUYER proposes to <u>Supply, Installation, Commissioning of Interactive</u> <u>Displays with Storage, Digital podium and Digital Mixer, and Live Streaming Setup for</u> <u>Multimedia Education</u> and the BIDDER / Seller is willing to offer / has offered the stores and WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body / Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

#### **1.Commitments of the BUYER:**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **3.** Commitments of BIDDERs:

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4 BIDDERs shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the

actions mentioned above.

- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression:

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money Deposit:

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
  - (i) Account Payee Demand Draft
  - (ii) Fixed Deposit Receipt
  - (iii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender
- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.4 In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

#### 6. Security Deposit /Performance Guarantee:

- 6.1 Performance Bank Guarantee is mandatory.
- 6.2 Successful seller/ bidder should submit performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per <u>Annexure C-II</u> of the tender documents, for an amount covering 3% of the purchase order value.
- 6.3 The Performance Bank Guarantee should be established in favour of "**Registrar**, **Central University of Gujarat, Gandhinagar**" through any Bank situated at Gandhinagar or outstation with a clause to be enforced the same on their local branch at Gandhinagar.
- 6.4 Performance Bank Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded, or agreed to between the successful bidder and

the purchaser under the terms and conditions of acceptance to tender

- 6.5 The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 6.6 The performance bank guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 90 days beyond the date of fulfillment of all contractual obligations including warranty period.

#### 7. Sanctions for Violations:

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore
  - (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

# 8. Fall Clause:

8.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product / system or subsystem was supplied by the BIDDER to any other Ministry / Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

# 9. Independent monitors:

- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project / procurement, including minutes of the meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 9.8 The Monitor will submit a written report to the designated Authority of BUYER / Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

#### 11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Gandhinagar, Gujarat.

#### 12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 13. Validity:

- 13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### 14. The parties hereby sign this Integrity Pact.

#### BUYER

Registrar, Central University of Gujarat, Gandhinagar Date & Place: Witness 1. \_\_\_\_\_\_(Indenter) 2. \_\_\_\_\_\_ Signature with seal

Date & Place: Witness 1.\_\_\_\_\_

**BIDDER** 

2.\_\_\_\_\_