

<p>गुरु घासीदास विश्वविद्यालय बिलासपुर (छ.ग.) (केंद्रीय विश्वविद्यालय) कोनी, बिलासपुर-495009 (छ.ग.) दूरभाष : 07752-260036, फ़ैक्स -07752-260154 वेबसाइट :www.ggu.ac.in</p>		<p>GURU GHASIDAS VISHWAVIDYALAYA BILASPUR (C.G.) (A Central University) Koni, Bilaspur-495009 (C.G.) Phone: 07752-260036, Fax : 07752-260154 Website : www.ggu.ac.in</p>
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**E-TENDER NOTICE/ EXPRESSION OF INTEREST
FOR**

“DESIGN, SUPPLY & COMMISSIONING OF SEMI SMART CLASSROOMS ”
AT GGV CAMPUS, BILASPUR, (C.G.)

Reference No.	:	No. 28/Store/GGV/Semi-smart Class/Eol/ 2019, Bilaspur, Date: 08-03-2019
Name of Work	:	<u>“DESIGN, SUPPLY & COMMISSIONING OF SEMI SMART CLASSROOMS”</u> AT GURU GHASIDAS VISHWAVIDYALAYA CAMPUS, BILASPUR. (C.G.)
Probable Project Cost	:	Rs. 160 lakh (Inclusive All with 2 Years AMC after 1 year Warranty period)
Earnest Money Deposit*	:	Rs. 3.20 Lakh (In form of D.D./FDR)
Tender Cost*	:	Rs. 2500/- (In form of D.D.)
Period of Completion	:	30 days
Tender Document	:	To be downloaded from the websites www.ggu.ac.in and www.eprocure.gov.in
Last date of submission of e-Tender /EoI (Online in www.eprocure.gov.in)	:	01/04/2019, upto 3.00 PM
Pre Bid Meeting at GGV	:	18/03/2019, at 12.00 Noon
Technical Bid opening Date	:	02/04/2019, at 3.30 PM
Financial Bid opening Date	:	to be declared later (information will be uploaded in www.ggu.ac.in and www.eprocure.gov.in)

*- Tender Cost, EMD & CD in original must reach to the university by registered post upto 3.00 PM on or before the last date of submission.

Seal & Signature of the Bidder

गुरु घासीदास विश्वविद्यालय
बिलासपुर (छ.ग.)
(केंद्रीय विश्वविद्यालय)
कोनी, बिलासपुर-495009 (छ.ग.)
दूरभाष : 07752-260036, फ़ैक्स -07752-260154
वेबसाइट :www.ggu.ac.in



GURU GHASIDAS VISHWAVIDYALAYA
BILASPUR (C.G.)
(A Central University)
Koni, Bilaspur-495009 (C.G.)
Phone: 07752-260036, Fax : 07752-260154
Website : www.ggu.ac.in

e-Tender Notice

**Expression of Interest for Design, Supply & Commissioning of
Semi Smart Classrooms at GGV Campus**

Guru Ghasidas Vishwavidyalaya (a Central University), Bilaspur (C.G.) invites Expression of Interest (EOI) through e-tendering from reputed manufacturers/authorized distributors/dealers for Design, Supply & Commissioning of Semi smart Classrooms at GGV Campus. Details & formats and other terms & conditions regarding the EOI can be downloaded from the following websites: - www.ggu.ac.in or www.eprocure.gov.in.

Registrar

**EXPRESSION OF INTEREST (EOI) CUM E-TENDER
FOR DESIGN, SUPPLY & COMMISSIONING OF SEMI SMART CLASSROOMS
AT GGV CAMPUS**

Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) invites Expression of Interest (EOI) cum Bid from reputed manufacturers /authorized distributors/dealers/service providers, for Design, Supply & Commissioning of Semi Smart Classrooms at GGV, Bilaspur (C.G.), which can be downloaded from University website www.ggu.ac.in or from CPP Portal www.eprocure.gov.in.

Bid/Tender cost (Non-refundable) of Rs. **2,500/-** in the form of Demand Draft and EMD of **Rs.3,20,000/-** (Rupees Three Lakh Twenty Thousand Only) in the form of DD/FDR issued by any Nationalized Bank in favor of "Registrar, Guru Ghasidas Vishwavidyalaya" payable at Bilaspur (C.G.) along with a CD/DVD containing the Power Point Presentation & details and company catalogue (as applicable) must be submitted through registered post/speed post/ courier service to the prescribed address at GGV within the due date of submission, failing which the bidder/firm will be disqualified in the Technical Bid itself.

The detailed scope of the work for this Eol is given as under.

Client/ Eol No.	SCOPE OF WORK	Estimate Cost including all (In Rupees)
Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur(C.G.) -495009 No. 28/Store/GGV/Semi Smart Class/Eol/2019	Design, Supply and Commissioning of Semi Smart Classrooms at GGV Campus:- The scope of work includes design, supply & commissioning of Semi-Smart Classrooms in allocated rooms at Guru Ghasidas Vishwavidyalaya campus, Bilaspur as per the technical specifications mentioned in Annexure-II in this Eol/e-tender. Demonstration of the developed room and training for its operation (as required) Further it includes the maintenance of developed classrooms for one year of warranty period and then after for two years of AMC period. The number of rooms to be developed as semi-smart class room may increase or decrease as per same terms and conditions of this Eol. The University as per requirement may assign the work for developing the similar classrooms in second phase also within the price validity period (extendable maximum up to a period of two years in stretch of six months with the same quoted price and terms/Conditions of this Eol) with mutual consent between the parties.	Rs. 160 Lakh (Inclusive All) FOR 28 ROOMS

This e-tender contains the following documents:-

- A. Essential Eligibility Criteria for Bidders
- B. Submission & Evaluation Criteria of Bid/Tender/ EOI
- C. General Instructions for Bidders
- D. Declaration (Annexure-I), Technical Specification (Annexure-II) , Financial Bid Format (Annexure – III).

Seal & Signature of the Bidder

2 ESSENTIAL ELIGIBILITY CRITERIA FORBIDDERS

- 2.1 The bidder must have been in the business of providing Interactive/Semi-Smart Classrooms for minimum of 3 years, bidder should provide past order copies to prove the same, enclosed along with the Technical Bid.
- 2.2 The bidder should have at least an average annual turnover of Rs. 1.40 Crore for the last three financial years. A certified copy from Chartered Accountant must be enclosed in support of the statement.
- 2.3 The bidder should be a single Company/ Firm. No consortium is allowed. Relevant declaration in the support of this statement must be closed.
- 2.4 Copies of the audited balance sheet of the vendor/bidder for the last three financial years, details of Permanent Account Number, ITR (Income Tax Return) for last 3 financial years must be attached by the Bidder.
- 2.5 GST registrations are mandatory for the bidder to qualify.
- 2.6 Bank mandate of the Company, issued by bank with stamp & signature of banker.
- 2.7 The bidder must enclose a notarized certificate that the Organization has not been black listed by any institution of the Central/ State government / PSU/ University/ Institute etc. in the past three years.
- 2.8 The Bid without credentials shall be rejected.

The Bidder must furnish the following information in the tabular form.

ELIGIBILITY CRITERIA AS PER clause-2								
Information as per clause No.2	2-1	2.2	2.3	2.4	2.5	2.6	2.7	2.8
Reference page numbers of the documents submitted by the bidder	From-to	From-to	From-to	From-to	From-to	From-to	From-to	From-to

3 SUBMISSION AND EVALUATION CRITERIA OF e-TENDER/Eoi

3.1. SUBMISSION OF e-TENDER/Eoi

The Eoi/Tender document can be downloaded from the websites www.eprocure.gov.in or www.ggu.ac.in **Corrigendum, if any, would appear only on the above web sites and will not be published anywhere else.**

- a. Bid must be duly signed by an authorized signatory, who has been authorized by the concerned Firm/Bidder. For this, a Declaration in the prescribed format (**Annexure - I**) duly filled in, sealed and signed on a non-judicial stamp paper of Rs.100/- must be scanned and submitted along with the Technical Bid.
- b. Tender Cost, EMD and Online (soft copy) Bid Submission**
- c. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from websites www.ggu.ac.in or www.eprocure.gov.in.

Seal & Signature of the Bidder

- d. Bid/Tender cost (Non-refundable) of Rs. **2500/-** should be in the form of demand draft in favor of “The Registrar, Guru Ghasidas Vishwvisdyalaya”, drawn on any nationalized bank payable at Bilaspur (C.G.). EMD of amount **Rs. 3.2 lakh** should in the form of demand draft/FDR in favor of “ The Registrar, Guru Ghasidas Vishwvisdyalaya”, drawn on any nationalized bank payable at Bilaspur (C.G.).
- e. The Bidder should provide product brochures, weblink to OEM site, shop drawing for installation of equipment in classrooms, with the list of components, in a CD/DVD. The Bidder must ensure that content in this CD/DVD is running successfully.
- f. The above CD/DVD, Original demand draft for Bid Cost (Non-refundable) in form of DD and for Earnest Money Deposit in form of D.D./FDR in a sealed envelope only through speed/registered post/courier service must reach to the following address on or before the last date & time of submission.

To,

**“Assistant Registrar (Store)
Guru GhasidasVishwavidyalaya,
Koni, Bilaspur (C.G.) – 495009”**

- i. Eol/e-Tender Reference No. must be mentioned clearly on the envelope
- ii. Bidder must register on the website www.eprocure.gov.in for uploading the soft copy of the bid. Those interested Bidders not registered on the website www.eprocure.gov.in mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the above website.
- iii. The intending bidder (s) must read the terms and conditions of this Eol carefully, and should submit bid only if they are eligible and are in possession of all the required documents.
- iv. The intending bidder (s) must have a valid digital signature to submit the bid.
- v. Bidders should upload documents in the form of PDF format or as per the format available on the website www.eprocure.gov.in.
- vi. Bidder must upload on the e-Tendering website www.eprocure.gov.in the scanned copy of demand draft for Bid Cost (Non-refundable), and demand draft/FDR/BG of Earnest Money Deposit (EMD) in PDF format. The copies (Images) of the above two demand drafts should be combined, scanned and uploaded as a single file only with file name as “Bid Cost EMD Name of Bidder.PDF” within the period of bid submission.
- vii. Bidders must upload on the e-Tendering website www.eprocure.gov.in, the scanned copy of the bid documents Technical (in PDF format) and Financial Bids (as per format available on the website (www.eprocure.gov.in)) within the period of bid submission.
- viii. First PDF file titled “Technical Bid Name of Bidder must have all required documents

Seal & Signature of the Bidder

related to Technical Bid.

- ix. Second file (as per the format available on the website www.eprocure.gov.in) titled “Financial Bid Name of Bidder” must have the Financial Bid.
- x. The bidders are required to upload and submit the scanned page of Technical documents as per essential eligibility criteria for the bidders and other required documents as per this Eoi.
- xi. The Technical bid file must contain the scanned copies of duly signed Eoi, certified copies of documents related to ESSENTIAL ELIGIBILITY CRITERIA, all relevant information and documents of turnover, work experience certificates, Proof of Registration Certificate of Firm, OEM Authorization letter (as and where applicable), copy of the audited balance sheet of the vendor by the chartered accountant for the last three financial years, Details of Permanent Account Number, ITR (Income Tax Return) for last 3 financial years, MSME Registration Certificate, GST registration certificate, bank mandate for company, etc. relevant for evaluating the bidder technically, Declaration(Appendix- I), Corrigendum / Addendum / Other documents, if any, etc.
- xii. The bidder shall quote the items (up to 2 Decimals) as per Appendix –III.
- xiii. The tenderer (s) is/are required to quote the rate strictly as per the terms and conditions, specifications, standards given in the Eoi documents.
- xiv. PowerofAttorneyofthepersonhavingdigitalsignatureforsigning/submitting the tender. This should be supported by Board Resolution (in case of a company registered under the Companies Act).
- xv. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”.Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0”(ZERO).
- xvi. Information and Instructions for tenderers posted on websites shall form part of bid document.
- xvii. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with the bids. Bids with Incomplete/Ambiguous information will be rejected.
- xviii. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.

- xix. On opening date, the Bidder can login and see the bid opening process.
- xx. The tenderer (s) if required, may submit queries, if any, through E-mail (E-mail of University Engineer: ueggvbsp@gmail.com or laxmikantjaiswal22@gmail.com) and in writing to the University Engineer, Guru Ghasidas Vishwvisdyalaya Bilaspur (C.G.) to seek clarifications within 07 days from the date of uploading of Tender on website. GGV will reply only those queries which are essentially required for submission of bids. GGV will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ EOI Documents or which are not relevant or in contravention to NIT/EOI Documents, queries received after 07 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.
- g. Last date of submission of the bid online as well as original hard copies of DD for Tender Cost & EMD and CD/DVD containing Product Brochures, etc. or proposed works as mentioned earlier.
- h. Online technical bid documents submitted by tenderers shall be opened only of those tenderers, whose Product Brochures and layout drawings in a CD/DVD, Earnest Money Deposit and Cost of Bid Document sent to the university, in the sealed envelope, and are found in order and valid.
- i. Successful bidder shall have to submit the certified serially numbered hard copies of all the documents uploaded on the designated website and other relevant original documents for verification before award of the work.

3.2. EVALUATION CRITERIA & PRICE BID

- a) **Evaluation Criteria** - The broad guidelines for evaluation of Financial Bids will be as follows:
- b) Only those Financial Bids will be opened and evaluated which are found to fulfill all the eligibility and qualifying requirements of this Eoi.
- c) The bidder should quote the rates inclusive of all taxes and all others in Indian Rupees. The total price of all items shall consists of all taxes & duties and other levies (if any) as per Government rules and regulations like GST, Service Tax, Packaging & Forwarding charges, loading, unloading, transportation, transit insurance, Software installation, commissioning, testing, Training, Technical literature, Tools, AMC, Any other requirement, etc. (as and where applicable).
- d) L1(First Lowest) shall be evaluated on total amount of all items as mentioned in the Financial Bid Format (as per Annexure – III).

- e) The rates are to be quoted by the bidders in Indian Rupees only and payment shall also be made to successful bidders in Indian Rupees only.
- f) All prices shall be fixed and shall not be subject to escalation of any description.
- g) Quoted price should be prescribed in both words and figures. If there is any discrepancy between word and figures, the quoted rate in words will be taken as final quoted price by the bidder.

4 GENERAL INSTRUCTIONS FOR BIDDERS

- 4.1 The vendors/firms/bidder should have valid MSME & GST registration. Relevant documents must be attached as required as desired in this Eol.
- 4.2 The entire project will be done by a single vendor. Single company/Firm will be awarded the complete project. No consortium will be entertained.
- 4.3 The bidder should not unnecessarily quote for higher version, because given specification has been formulated keeping in view the requirement of this university. Therefore, offered higher version will not be evaluated and may lead to disqualification of such bids.
- 4.4 The bidder has to put the firm's seal and signature in full at all pages of the bidding document. Bid must be submitted and signed by the authorized signatory only. Conditional and incomplete offer will be liable to be rejected.
- 4.5 The bidder must submit tender specific authorization, Ink Signed and Stamped Authorization in Original, from the OEM of Semi Smart /Interactive Classroom Equipments". Authorization should be issued after the date of publication of this EOI to be attached in technical bid documents. Non-compliance shall result in rejection of bid.
- 4.6 Technical Catalogue of quoted product to be attached with the technical bid and same should be available on OEM website. Non-compliance shall result in rejection of bid.
- 4.7 Bidders are required to submit a sample of the quoted product/solution when asked on a notice of 2/3 days. Non-compliance shall result in rejection of bid.
- 4.8 Products to be supplied/installed should be brand new and as per the exact specification provided in the tender document
- 4.9 **Pre-Bid Meeting:** GGV will host a Pre-Bid Meeting of prospective bidders on schedule date and time in the Conference hall of Administrative Building of Guru Ghasidas Vishwvidyalaya Bilaspur (C.G.). The representatives of the interested organizations may attend the pre -bid Meeting at their own cost with proper authorization letter.

- 4.10 The University reserves the right to modify unilaterally any part of this document at any stage of awarding the work to the successful bidder in the interest of the University.
- 4.11 **Disqualification:** The University may disqualify bids on account of any of the following reasons:
- a) If bid is received after the last date and time.
 - b) If the tenderer does not upload all the documents (as desired in this Eoi) as stipulated in the bid document.
 - c) Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
 - d) If the bidder attempts to influence any member of the expert panel.
 - e) If the bid is conditional.
 - f) If the bidder provides any misleading information or conceals any information.
 - g) If the Bid is received without the original hard copies of Bid Cost, EMD and a CD/DVD containing Product Brochures etc. of the equipment to be installed.
 - h) If the bidders make any corrections, additions, alterations in the downloaded bid document.
 - i) If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), State / Central Government, or any other of their agencies.
 - j) Non fulfillment of any of the eligibility criteria as per this Eoi
 - k) Bid submitted without the Declaration as per Annexure-I
 - l) The decision of the University in the matter of disqualification shall be final and binding and no further correspondence shall be entertained from any disqualified bidder thereafter.
- 4.12 All provisions in this document and future documents to be issued by the University in connection with this work are supplementary and complementary to each other and are not to be read in isolation.
- 4.13 Bidders are advised to visit the designated websites www.ggu.ac.in and www.eprocure.gov.in regularly for latest updates & clarifications regarding this EOI and subsequent stages.
- 4.14 In the interest of the University, the University reserves the right to:
- i. Accept or reject any or all bids for this EOI without assigning any reason, whatsoever

- at any stage.
- ii Amend the selection process at any stage without assigning any reason, whatsoever.
 - iii. Interpret any clause, modify/alter and amend the provisions of this EOI or any other document issued at any stage of selection without assigning any reason, whatsoever.
 - iv. Amend the scope of work without assigning any reason, whatsoever.
 - v. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/ had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the GGV and
 - vi. Close/ cancel the invitation/ tender notice at any stage without assigning any reason, whatsoever.
- 4.15 The Technically Eligible bidders, if interested can attend the opening of the Financial Bids. The date and time of opening the financial bid shall be notified later and uploaded on the websites www.ggu.ac.in and www.eprocure.gov.in only.
- 4.16 Any addition/deletion/modification of this EOI made before the due date of the tender will be displayed on www.ggu.ac.in or www.eprocure.gov.in website only.
- 4.17 In case the last date fixed for the submission of the EOI is declared as the holiday/off-day, the next working day shall be deemed to be the last date.
- 4.18 The University reserves the right to verify the particulars furnished by the bidders independently and to obtain feedback from clients of the Bidder for whom, similar services had been rendered out by them.
- 4.19 Mere fulfilling the criteria laid down in this EOI does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works at GGV. The decision of acceptance of any or all tender(s) will rest with GGV who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
- 4.20 Period of Validity of Bids: 06 months from the financial bid acceptance date.
- 4.21 The following shall be noted related to EMD.
- (i) The EMD (without any interest) for all those bidders who are found not eligible shall be returned back to the bidder through registered post/speed post.
 - (ii) The EMD without any interest shall be refunded/returned to remaining bidders after signing of agreement/MoU with the successful bidder.
 - (iii) No exemption from depositing the EMD shall be allowed to any participating bidder.
 - (iv) Validity of EMD shall be six (6) months from the last due date of submission of EOI.
 - (v) EMD shall be forfeited in the following cases:
 - a) If any information or document furnished by the bidder turns out to be misleading

- or untrue in any material respect; and
- b) If the successful bidder fails to execute the contract/ agreement within the stipulated time or any extension thereof provided by GGV.
 - c) The earnest money deposit (EMD) shall not carry any interest.
- 4.22 **Inspection:** GGV or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specification. In case any inspected or tested goods fail to conform to the specifications, GGV may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to GGV.
- 4.23 As per requirement and in the interest of the University, the quantity mentioned in Financial Bid may be decreased or increased.
- 4.24 As per requirement and in the interest of the University, any other items which are not mentioned in Financial Bid may be added for which the rate shall be decided on the basis of market rate analysis.
- 4.25 The award of the contract will be decided on the basis of evaluation of Semi Smart Classroom/Interactive Class room Equipments, design layout, quality to be used, etc. by the bidder. The decision of the University in this regard shall be final and binding on the bidders.
- 4.26 **Declaration** as attached in this EoI (**Annexure –I**) must be furnished by the bidder only on non-judicial stamp paper of Rs.100/-.
- 4.27 The bidder may visit the university campus and survey the classrooms where installation is proposed. University will not pay for any such expenses incurred during the site- visit. It is the complete responsibility of the bidder and has to bear the expense for it. Also, the bidder should take into account the cost of dismantling of any previously installed fixtures, No extra cost will be borne by the university and the complete dismantling work will be done by the vendor itself.
- 4.28 University reserves the right to visit the manufacturing /assembling units of the bidder/OEM for the quality assurance, if it so desires.
- 4.29 The items supplied by the firm shall be of high quality, standard & grade and in the inspection/ test or at any later stage, if the supplied items are found to be of inferior quality, the same shall have to be replaced by the supplier at its own cost/expenses within the stipulated period given by the university, failing which the order of the firm may be cancelled. Delayed supply/non-compliance of complete order may also lead to cancellation of work order.
- 4.30 **Specification:** The following Specification clause will form part of the contract

placed on successful Bidder. The Firm/Bidder shall guarantee to meet the specifications as desired in this Eol/e-Tender. The Successful Bidder, in consultation with the University, may carry out technical up gradation/ alterations in the specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the University free of cost within 07 days of affecting such Up-gradation/alterations.

4.31 **Delivery Period** – Delivery period for supply of items would be within 30 days from the date of supply order. Failure to deliver stores within stipulated delivery period shall result in forfeiture of EMD and also blacklisting of Vendor.

4.32 On Site **WARRANTY Maintenance**: The warranty period of 12 months for the all Equipments shall be taken into account from the date of completion of supply of products, its successful delivery/inspection installation/commissioning and acceptance by GGV, including accessories if any, whichever is later.

The Firm/Contractor shall fulfill the following conditions during warranty period:

- a) Any defect in the goods/ furniture thereof should be rectified within maximum period of 48 hours of lodging complaint at Nodal Centre and Sites with-public air-transport facilities
- b) Any defect in the supplied goods failing due defective material manufacturing defects or Quality Control problem at least three times in three months, or where the penalty amount on account of downtime for three months has crossed 10% of the goods value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
- c) The firm/contractor shall provide contact numbers (preferably toll free) along with Email IDs to the University (GGV) for complaint booking. All these contacts provided by the Firm/contractor should be working, attended and replied. It will be a single window complaint booking system; University shall not be contacting other than this system for maintenance / repair of their materials/services whatsoever.

4.33 **Annual Maintenance Contract (AMC)** – The Annual Maintenance for first year is not to be charged for the all equipments (complete set up) as this period will be under on-site warranty maintenance. The AMC charges for subsequent two years (after the first year warranty period as specified before expires). Any tax levied thereof on the AMC for these two years shall also to be mentioned distinctly. The

decision of calculating L1 (first lowest) will be governed by the total quoted amount including AMC period (two years).

4.34 **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/RTGS mechanism only. The payment will be made as per the following terms, on production of the requisite documents

- (i) No advance payment(s) will be made.
- (ii) 25% of the total value of goods supplied (excluding AMC charges) will be paid to the vendor against the goods supplied to GGV. The vendor has to make a written request to GGV with supporting documents for releasing the part payment to the maximum 25% (excluding AMC charges) of the total amount of the work order.
- (iii) The balance payment will be made to the vendor by the GGV on successful installation, commissioning, testing, acceptance by GGV, receipt of Guarantee / Warranty certificate, accessories, Operating manuals, training etc.
- (iv) The AMC charges for the subsequent 2 years (after expiry of first year of warranty) mentioned by the bidder in the Financial Bid shall be paid in four installments each at the end of six months during the AMC period.

4.35 **Performance Warranty(PG)/Security Deposit(SD): PG/SD @ 5%** of the basic amount (excluding AMC charges & GST amount), as per contract/work order value, has to be submitted by the bidder along with the bill in the form of DD/FDR/Bank Guarantee from any Nationalized Bank, Otherwise, the same amount will be deducted from the billed amount. The SD will be deposited for the period up to 60 days beyond the completion of the AMC period(two years) (that is up to approximately 3years & 2 month period). SD will be released to the Contractor/Firm on its demand 30 days after expiry of the liability period i.e expiry of AMC period. .

4.36 The items should be delivered without any extra cost at the university premises and will also have to be installed/assembled, demonstrated and training to user dept., without any extra charges. All expenses incurred due to transport, packing, forwarding, loading-unloading, transportation, transit insurance etc. shall have to be borne by the vendor/ firm only.

4.37 **Transfer and Sub-letting:** The Successful Bidder has no right to give, bargain, sell, assign, sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

4.38 **Non-disclosure of Contract documents:** Except with the written consent of the University, the firm/bidder and other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any

third party.

4.39 Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Firm/Bidder shall indemnify the University against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Successful Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

4.40 Fall Clause: The following Fall clause will form part of the contract–

- (i) The price charged for the services and stores supplied under the contract by the Bidder / firm shall in no event exceed the lowest prices at which the Bidder / firm sells the stores and services or offer to sell stores and services of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
- (ii) If at any time, during the said period the Successful Bidder reduces the sale price, sells or offer to sell such stores and services to any person/organization including the University or any Dept. of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the Bidder/Firm shall forthwith notify such reduction or sale or offer of sale to the University and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

4.41 Risk & Expense clause

- (a) Should the fabrication of items is not carried out within the time or times specified in the contract documents, or if defective fabrication is done, the client shall after granting the Contractor/Firm one week to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to

the extent of such default.

- (b) Should the fabrication or any installment thereof not perform in accordance with the specifications / parameters provided by the CONTRACTOR during the check proof tests to be done in the CUSTOMER's country, the client shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the client shall, having given the right of first refusal to the CONTRACTOR/Firm be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:- (i) Such default. (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the CONTRACTOR/Firm. Such recoveries shall not exceed 10% of the value of the contract."

4.42 **Contract Agreement:** The contract agreement will be made between the GGV Bilaspur and the successful bidder. GGV has all the rights reserved to make alterations/addition/deletion in the conditions of this EOI and conditions of payment in the interest of the University.

4.43 **Amendments to the Agreement:** Modifications if any in this AGREEMENT must be in writing and shall be signed by both parties.

4.44 **Time Limit for Validity of the Agreement:** Unless extended by mutual consent of both the Client and the Firm/Contractor (PARTIES), the Agreement will be valid for a period of 30 days beyond the date of the liability Period after completion of the last works contract under this agreement.

4.45 Termination of Contract

The University shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- b) The Successful Bidder is declared bankrupt or becomes insolvent.
- c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract
- d) The University has noticed that the Successful Bidder has utilized the services of

any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

- e) As per decision of the Arbitration Tribunal.

4.46 Force Majeure

- (i) Neither the Firm/Contractor nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reason, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (expect monsoon), floods, lighting, land slide, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation.
- (ii) As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the case itself and the inability so caused resulting there from have been removed, the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events.
- (iii) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.
- 4.47 Liquidated Damages Clause:** In case the work described is delayed beyond the stipulated period of completion, for reasons directly attributable to Firm, a sum equivalent to 0.5% (half percent) of fees for of each completed week by which the work has been delayed subject to maximum of 10% (ten percent) of the fees, shall be levied by way of liquidated damages not by way of penalty. This shall however not absolve the Firm/contractor of the responsibilities and obligations under the contract

to complete the execution of work as per the completion time schedule.

- 4.48 **Professional Misconduct:** If any time, it is noticed that deliberate attempt has been made by the Bidder to cause over payment to the contractors by over measurement or over estimation of the rates or substandard work is accepted and recommended for payment, the amount shall be recovered from the payments due the Firm/Contractor not only from this contract but also from any other contract awarded by this Client and other means available to the Client. The matter will be viewed as a professional misconduct and strict action as per law will be taken.
- 4.49 **Confidentiality:** Except with the prior written consent by the Client, the Firm/Contractor and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The Firm/Contractor shall not publicize any information pertaining to Client which is discussed with them during course of execution of work in the interest of project completion.
- 4.50 **Indemnification:** The Firm/Contractor shall indemnify the Client for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the Firm/Contractor or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the client to remedy the loss arising from such negligence.
- 4.51 **Third Party Liability:** The Client shall not be liable for any injury/death, caused to any official, employee, representative or agent of the Firm/Contractor or their sub-Firm/Contractor s working at the site or damage to their properties for any reason whatsoever and Client shall not entertain any claim from any person on that behalf. It would be the responsibility of the Firm/Contractor to get their official, employees, representatives, agents or their sub-Firm/Contractor s insured against the possible risks involved in the discharge of their duties at the worksite.
- 4.52 **Arbitration:** Any dispute arising out of this agreement shall be settled through mutual discussion and consultations among the parties. In case the parties would not come under fruitful conclusion on the disputes, the matter shall be referred to the Sole Arbitrator by either party. The Sole Arbitrator shall be the representative nominated by the Vice Chancellor of Guru Ghasidas Vishwvisdyalaya, Bilaspur (C.G.). The decision of the sole arbitrator shall be final and binding upon the parties to the disputes.
- 4.53 **COURT JURISDICTION:** THE UNIVERSITY SHALL NOT BE BOUND TO GIVE JUSTIFICATION FOR ANY ASPECT OF THE SELECTION PROCESS AND THE DECISION OF THE UNIVERSITY SHALL BE FINAL AND BINDING ON ALL WITHOUT ANY RIGHT OF APPEAL. FURTHER, IN CASE OF ANY DISPUTE, ANY SUITE OR LEGAL PROCEEDINGS AGAINST THE UNIVERSITY, THE JURISDICTION SHALL BE RESTRICTED TO THE COURTS

AT BILASPUR, CHHATTISGARH.

- 4.54 In case of any ambiguity /anything not contained in this document, GGV reserves the right to take discretionary decision without assigning any reason thereof and it will be binding on concerned/all bidders. The University also reserves the right to cancel/reject any bid due to any reason including human error in calculation incurred during process. The GGV shall be free to cancel the whole or part of tender without assigning any reason.

Annexure - I

DECLARATION

(in non-judicial stamp paper of Rs.100/-)

- I, ----- Son /Daughter of Shri -----
Proprietor/ Partner/ Director/ Authorized Signatory of M/s. ----- and I am
competent to sign this declaration and execute this Tender document.
2. I have carefully read and understood all the terms and conditions including detail requirements for financial bid of the Tender and hereby convey my acceptance of the same.
 3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
 4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
 5. Our firm is neither blacklisted by any Government Department nor is any Criminal Case registered against the firm or its owner or partners or directors anywhere in India.
 6. I/ We have read the above mentioned Eligibility Criteria, Submission and Evaluation Criteria of Bid/Tender/Eol, General Terms & Conditions, Financial bid submission, etc. of this tender very carefully and hereby agree to execute the work on the offered rates quoted by me/us in the enclosed schedule and on the above terms & conditions.
 7. I/We have done myself/ ourselves fully satisfied to read and examine the Notice Inviting, General Conditions & various clauses of contract, all annexure, conditions & specifications, applicable specifications, descriptions of items of works, all the rules in respect of contract and all other contents in the tender documents and hereby agreed for the execution of the said specified works for the University.
 8. I agree to execute the work in 28 rooms to be allocated in the GGV campus with the quoted rate (online in the BoQ). The rates are inclusive of all along with one year of warranty and two years of AMC period after warranty.
 9. I also agree that the number of rooms to be developed as semi smart class room may change and the firm here by agree to execute any number of rooms as per the work order with the same quoted price (with AMC) for one such room.

Dated:

Witness Signature.....

Name

Address

Signature of Contractor/Bidder.....

Name

Designation

Phone/Mob.No..... Email ID

.....

Firm's seal.....

Note: 1 The above declaration, duly signed and sealed by the authorized signatory of the firm/company, should be enclosed with the Tender document.

2 Certificate as per above must be submitted only on non-judicial stamp paper of Rs.100/-

Technical Specification (Annexure-II

(Tentative no of class rooms to be developed is 28)

S.No.	DESCRIPTION	Qty per Room																		
1	Technical Specifications of Semi Smart /Interactive Classroom Solution	1 Set																		
	Semi Smart Classroom should be an integrated solution including Frame, Cabinet with Computer, Multimedia Controller, Visualizer & Biometric attendance device, Digital Display & System Audio																			
A	Frame/Housing																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Frame</td> <td>Wall mounted structure with locking facility and sliding arrangement with Writing board (Minimum 60 Inches diagonal) in front.</td> </tr> </table>	Frame	Wall mounted structure with locking facility and sliding arrangement with Writing board (Minimum 60 Inches diagonal) in front.																	
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B	Cabinet for Computer, Multimedia Controller & Visualizer																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cabinet</td> <td>Wall Mounted Lockable Enclosure to house Computer, Controller, Visualizer & Biometric attendance device</td> </tr> <tr> <td>Material of Cabinet</td> <td>Powder coated CRCA Steel Sheet of minimum 1.2mm thickness</td> </tr> </table>	Cabinet	Wall Mounted Lockable Enclosure to house Computer, Controller, Visualizer & Biometric attendance device	Material of Cabinet	Powder coated CRCA Steel Sheet of minimum 1.2mm thickness															
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E	In -Built Visual Presenter																			
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	Technology	CMOS
	Image Capture Size	Minimum A4 Size (210x297 mm)
	Native Resolution	Full HD 1920 x 1080 or better
	Optical Zoom	12x or better
	Digital Zoom	8x or better
	Video Frame Rates	30 FPS or better
	Focus Arrangement	Auto Focus
	Camera Head Rotation Angle	Camera head rotation angle-180 degree in horizontal and 180 degree in vertical or better
	Light Source	White LED
F	Biometric Attendance Device	
	Display	Minimum 2.5" Colour Display
	Fingerprint Sensor	Optical sensor for capturing fingerprints
	Failure Rate	recognition failure better then 0.001% & Acceptance failure better then 0.1%
	Recognition Speed	less then 1 second
	Capacity	minimum 1000 fingerprints,
	Identification modes	EM Card, password & Fingerprint
	Communication	USB, TCP/IP
	Permissions	Minimum 50 open time, 5 groups & 10 kind of combinations to open door.
	Power	DC 12V/1A
G	Technical Specifications for Display	
	Technology	LED (Light Emitting Diode) Backlit Display
	Display size (Diagonal)	Diagonal 65 inch or Higher
	Aspect Ratio	16:9/16:10
	Resolution	1920 X 1080 or higher
	Contrast Ratio	15000:1 or higher
	Brightness	500 cd/m ² or higher
	Display colour	8 bit-16 million colours or better
	Input Ports	USB port for Android x 2, VGA IN x 1, VGA Out x 1, HDMI x 3, USB B Type for Touch x 1, LAN Port for Android x 1, SDIF, RS-232, YPbPr, Video IN, Video Out
	Audio	Inbuilt front throw speakers
	Communication port	RS 232C & LAN
	Multi Touch	IR Sensor based Touch technology with minimum 6 touch capability.
	Power supply requirement	230V AC +/- 10%, 50 Hz
	Max Power consumption	Maximum 400 Watts

	Accessories to be supplied	AC Power cord, User Manual, Remote control, Wall mount bracket necessary cables and connectors shall be provided to make it a complete operable unit.
	Special Features	Features:- 1. Energy Saving – Ideal to Standby Time 2. Scheduled Power On / Off 3. Screen Shot in Single Click 4. Wireless / Wired Printer Support 5. Child Lock Setup to avoid misuse 6. USB port Lock for Android 7. USB Plug & Play in Android – Document, PDF, PPT, Video, Audio 8. Smart Eye Protection – Eye Protection Writing Mode, Eye protection Brightness control mode as per light ambient 9. Background Change for Android
	Classroom Interactive Features	Interactive software should have features like choose, pens, annotate, erase, colour, shapes, sizes, text, Edit, fonts, stamp, move, capture, picture, video, save, Rotate, undo, image gallery, print, floating keyboard and Background etc.. The software should have network classroom feature to conduct remote teaching by having interaction through all the three types of media Audio, Video and Text.
	Ports Accessibility	Easily accessible ports in front panel.
H	System Audio	
	System Audio	Solution should be supplied with minimum 100 watts RMS amplifier and two speakers housed in array of minimum 50 W RMS each