

Package Code: PM-USHA/ HPU CDOE/-01
Package Name: HPU/Digital(Web)Studio

Current Date: 29.09.2025
Method: NCB Goods through
E-Procurement Portal

BID REFERENCE NO: PM-USHA/ HPU CDOE-01

NATIONALCOMPETITIVEBIDDING (NCB)

FOR

ESTABLISHMENT OF WEB BASED DIGITAL LEARNING STUDIO ON TURN-KEY BASIS

under

PM-USHA Grant



HIMACHAL PRADESH UNIVERSITY SUMMER HILL, SHIMLA (H.P.) – 171001

(A State Government University Established by an Act of Legislative Assembly of Himachal Pradesh)

Phone: 0177-2831327

Email:director.icdeol@gmail.com

TENDER DOCUMENT CUM RATE CONTRACT AT A GLANCE

1.	Work	ESTABLISHMENT OF WEB BASED DIGITAL LEARNING STUDIO
2.	Authority Inviting Tender	Director, CDOE, Himachal Pradesh University Summer Hill, Shimla-5
3.	Estimated cost of contract	Rs. 55 Lakh (Rupees Fifty-Five Lakh Only)
4.	e—bid Publish Date	29.09.2025
5.	Pre-Bid Meeting	08.10.2025 on 11:30 AM at Director Office, CDOE, HPU Summer-Hill Shimla-5.
6.	e—bid submission start	11.10.2025 on 11:00 AM
7.	Last date and time of submission of bids	25.10.2025 on 05:00 PM
8.	How the bids should be submitted	e-Bid on https://hptenders.gov.in/nicgep/app
9.	To whom the Tender Cost and EMD in original and non-blacklisting of firm on Rs.50/-Stamp duly notarized should be submitted to	Section Officer (Administration), CDOE, Himachal Pradesh University Summer Hill, Shimla-5
10.	Date and time of opening of technical bids	28.10.2025 on 11:30 AM at Director Office, CDOE, Himachal Pradesh University Summer Hill.
11.	Amount of Tender Form &EMD	Rs. 2000/- (Rupees Five thousand only) Form fee & Rs. 1, 10,000 (Rupees One Lakh Ten Thousand only) as EMD.
12.	Bid Validity Period	180 (One Hundred Eighty Days) from the last date of submission of bids

SECTION I: INVITATION FOR BIDS (IFB)

Date: 29th September, 2025 **Grant No.:** PM-USHA

IFB No.: PM-USHA/HPU/CDOE-01

1. **The Government of India** has sanctioned a grant under the *PM-USHA* toward the cost of enhancing digital infrastructure in Higher Education Institutions. It is intended that part of the proceeds of this grant will be applied to eligible payments under the contract for which this Invitation for Bids is issued.
2. The **Director, Centre for Distance and Online Education (CDOE), Himachal Pradesh University**, now invites e-bids from eligible bidders for the **Establishment of a Web-Based Digital Learning Studio** on a **turn-key basis** at CDOE, HPU as per the scope of work and technical specifications mentioned in the NCB:

Sr. No	ItemName	Quantity
1	Establishment of Web Based Digital Learning Studio on turnkey basis at CDOE as per the scope of work and specifications mentioned in the NCB	01Lot including 01 Years onsite comprehensive warranty and support.

3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of:
The Director, CDOE, Himachal Pradesh University, Summer Hill, Shimla – 171005, India
4. The provisions in the **Instructions to Bidders** and in the **General Conditions of Contract (GCC)** are based on the World Bank Standard Bidding Document – Procurement of Goods.
5. The bidding document may be downloaded from the official website of the university **www.hpuniv.ac.in** or <https://hptenders.gov.in/nicgep/app>
6. Address for Communication:

Director, CDOE,
Himachal Pradesh University, Shimla – 171005

Phone: 0177-2831327

Email: director.icdeol@gmail.com

Website: www.hpuniv.ac.in

7. All bids must be accompanied by a bid price and bid security as specified in the bidding document and must be delivered to the above office by the date and time indicated above.
8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
9. In the event of the date specified for bid receipt and opening being declared a closed holiday for the purchaser's office, the due date for submission and opening shall be the following working day at the appointed time.
10. All prospective bidders are requested to send their queries/clarifications preferably in **MS Word or Excel format** via email to **director.icdeol@gmail.com** on or before 7th October **2025**. This will enable the University to examine the queries thoroughly and address them during the pre-bid meeting. The signed hard copy of the email/queries may also be submitted on the day of the Pre-Bid Meeting.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

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A. INTRODUCTION

1. Source of Funds

1.1 The Government of India has sanctioned a grant under the *PM-USHA* scheme to Himachal Pradesh University (HPU) for strengthening digital education infrastructure through the establishment of a Web-Based Digital Learning Studio at the Centre for Distance and Online Education (CDOE), Shimla – 171005.

1.2 This tender is floated under the PM-USHA Grant. Payments under the awarded contract shall be made from this grant upon satisfactory delivery of goods and services and shall comply with all terms and conditions of the grant guidelines. No party other than the University shall derive any rights from the grant or have any claim to its proceeds.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all eligible Indian suppliers, firms, and agencies authorized to operate and supply goods and services in India.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or its affiliates which have been engaged by HPU to provide consulting services for the preparation of the design, specifications, and documents for this procurement.

2.3 Government-owned enterprises in India may participate only if they operate under commercial law, are legally and financially autonomous, and are not dependent agencies of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by any central/state government authority or agency.

3. Eligible Goods and Services

3.1 For purposes of this clause, “origin” means the place where the goods are mined, grown, produced, or substantially transformed into a new and distinct article having a different character or use.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) General Conditions of Contract (GCC)
- (c) Special Conditions of Contract (SCC)
- (d) Schedule of Requirements
- (e) Technical Specifications
- (f) Bid Form and Price Schedules
- (g) Bid Security Form
- (h) Contract Form
- (i) Performance Security Form
- (j) Performance Statement Form
- (k) Manufacturer's Authorization Form
- (l) Bank Guarantee for Advance Payment Form
- (m) Equipment and Quality Control Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the documents will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing by post or email at the address indicated in the Invitation for Bids. The Purchaser will respond in writing to any such request received no later than 7 (seven) days prior to the deadline for submission of bids.

6.2 Written copies of the Purchaser's response (including an explanation of the query without identifying the source) will be sent to all prospective bidders who have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

7.2 The amendment will be notified on the official website of the University (www.hpuniv.ac.in) and will be binding on all bidders. It is the bidder's responsibility to check the website regularly.

7.3 In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for submission of bids.

C. PREPARATION OF BIDS

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate English translation of the relevant sections. In such cases, for interpretation of the bid, the English translation shall prevail.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following documents:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and qualified to perform the contract if the bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Bidders may quote for any one or more complete schedules as specified in the Schedule of Requirements. However, bids must quote for the entire requirement in each schedule on a single responsibility basis.

11.2 Prices indicated on the Price Schedule shall be entered separately as follows:

- (i) The price of the goods, quoted ex-works including all duties and taxes already paid:
 - (a) On components and raw material used in the manufacture or assembly of goods quoted ex-works;
or
 - (b) On previously imported goods of foreign origin quoted ex-warehouse or off-the-shelf.
- (ii) Any Indian duties, sales and other taxes which will be payable on the goods if the Contract is awarded;

(iii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination;

(iv) The price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

11.3 The Bidder's separation of price components shall be solely to facilitate bid evaluation. It shall not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees (INR) only.

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 The Bidder shall furnish documents establishing its eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is a legal entity from an eligible country.

13.3 The documentary evidence of the Bidder's qualifications shall establish to the Purchaser's satisfaction:

- a) That in the case of a Bidder offering to supply goods it does not manufacture or produce, the Bidder has been duly authorized by the goods' Manufacturer or Producer (as per format in Section XII);
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the qualification requirements specified in Section VI-A. To this end, bids shall include:
 - i) Legal status, place of registration, and principal place of business of the firm
 - ii) Details of experience and past performance on similar contracts during the past three years, and details of current contracts in hand.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish documents establishing the eligibility and conformity to the bidding documents of all goods and services proposed.

14.2 The documentary evidence of conformity may be in the form of literature, drawings, and data, and shall include:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) An item-by-item commentary on the Technical Specifications or a statement of deviations

14.4 The Bidder may offer equivalent standards or brand names, provided substantial equivalence is demonstrated to the Purchaser's satisfaction.

15. Bid Security

15.1 The Bidder shall furnish a bid security of ₹1,10,000 as specified in Section V.

15.2 The bid security is to protect the Purchaser against Bidder conduct leading to forfeiture as per Clause 15.7.

15.3 The bid security shall:

- (a) Be in the form of DD, bank guarantee, or similar from a scheduled bank in India
- (b) Be substantially in accordance with the format in Section VIII
- (c) Be payable on demand in case of breach
- (d) Be submitted in original form only
- (e) Remain valid for 180 days beyond the bid validity period

15.4 Any bid not secured in accordance with the above shall be rejected as non-responsive.

15.5 The successful Bidder's security shall be discharged upon signing of contract and submission of performance security.

15.6 The security may be forfeited:

- (a) If the Bidder:
 - (i) Withdraws its bid during the validity period
 - (ii) Does not accept correction of errors
- (b) If the Bidder fails to:
 - (i) Sign the Contract
 - (ii) Submit the Performance Security

16. Period of Validity of Bids

16.1 All bids submitted by the bidders shall remain valid for a minimum period of **180 (one hundred eighty) calendar days** from the **deadline for submission of bids**, as prescribed by the Purchaser in the Invitation for Bids (IFB).

Rationale: This validity period ensures that the bidding process has sufficient time for evaluation, clarification, approvals, and award without the need for bidders to revise or resubmit offers.

16.2 In the event that the Purchaser seeks an extension of the original bid validity period, it shall do so in writing. Bidders will be free to either:

- Accept the request (in writing), in which case the validity of the bid shall stand extended accordingly;
- Or decline to extend the validity, in which case their bid shall no longer be considered.

16.3 In case of fixed-price contracts (as applicable in this procurement), if the Bidder agrees to extend the validity period, **the contract price shall be adjusted** as follows:

- The price shall be increased by **a factor of 10% per annum**, calculated pro-rata for each week or part thereof that has elapsed from the original expiration date of bid validity to the date of notification of award.

Note: This correction shall apply only to the successful bidder's bid at the time of award and shall not be used during bid evaluation.

16.4 It is important to note that **bid evaluation shall be based on the bid prices quoted in the original validity period**, without any adjustments due to extensions, except for the adjustment described in 16.3 applicable to final award.

17. Format and Signing of Bid

17.1 The Bidder shall prepare **two separate, complete copies of the bid** — one marked as “**ORIGINAL**” and the other as “**COPY**”. These two versions must be identical in content. In case of discrepancies, the “**ORIGINAL**” version shall prevail and be binding.

17.2 The original and the copy of the bid shall be:

- Typed or written in indelible ink,
- And signed by the Bidder or a person duly authorized to sign the bid on behalf of the Bidder.

In case the bid is signed by an authorized representative (not the proprietor or director), the bid shall include a **Power of Attorney or Authorization Letter** supporting such authority.

17.3 All **pages of the bid**, except printed technical brochures or catalogues, **must be initialed** by the signatory. This includes annexures, price schedules, and forms submitted.

17.4 Any **interlineations, erasures, overwriting, or amendments** in the bid document must be **clearly initialed** by the person signing the bid. Failure to do so may result in rejection of the bid as non-compliant.

17.5 Additionally, the Bidder shall clearly disclose, in the Form of Bid, **details of any commissions or gratuities** (whether paid or payable) to agents or representatives in connection with:

- The bid submission, or

- The execution of the Contract (if awarded).

Transparency in financial dealings is mandatory. Non-disclosure or misrepresentation may lead to disqualification.

D. SUBMISSION OF BIDS

18. All bidders must submit their e-Bid on <https://hptenders.gov.in>

18.2 The Tender Cost and EMD in original and non-blacklisting of firm on Rs.50/-Stamp duly notarized should be submitted to:

The Director, Centre for Distance and Online Education (CDOE)
Himachal Pradesh University, Summer Hill, Shimla – 171005, H.P., India

(b) Bear the following:

- Name of the Project: **Establishment of Web-Based Digital Learning Studio under PM-USHA**
- IFB Number: **PM-USHA/HPU/CDOE/01**
- The following statement in bold:

“DO NOT OPEN BEFORE 11:30 HOURS ON 28th October 2025.”

19. Deadline for Submission of Bids

19.1 Bids must be received not later than 05:00 PM on 25th October, 2025.

19.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 7. In such case, all rights and obligations of the Purchaser and Bidders previously subject to the original deadline shall thereafter be subject to the new extended deadline.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission, as prescribed under ITB Clause 19, shall be rejected.

Note: It is the Bidder's sole responsibility to ensure timely delivery of the bid to the Purchaser.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after submission, provided that **written notice** of the modification or withdrawal is received by the Purchaser **prior to the deadline** for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clause 18. A withdrawal notice may also be sent by email, telex, or fax, **provided a signed confirmation copy** is also delivered before the deadline.

21.3 **No bid may be modified** after the deadline for submission of bids.

21.4 **No bid may be withdrawn** in the interval between the deadline for bid submission and the **expiration of the period of bid validity** as specified by the Bidder in the bid form.

Withdrawal during this interval may result in forfeiture of the Bidder's Bid Security pursuant to ITB Clause 15.7.

E. OPENING AND EVALUATION OF BIDS

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open the technical bid on **28th October, 2025 11:30 AM** at the following venue:

Office of the Director

Centre for Distance and Online Education (CDOE)

Himachal Pradesh University, Summer Hill, Shimla – 171005

Bidders' representatives, who choose to attend, may be present at the time of bid opening. Those present shall be required to **sign a register as proof of attendance**.

Note: If the bid opening date is declared a public holiday, bids shall be opened on the next working day at the same time and venue.

22.2 At the time of bid opening, the following shall be announced and recorded:

- The name of the Bidder
- Any modifications or withdrawals submitted
- The total bid price as stated in the Bid Form
- Discounts (if any)
- Presence or absence of required bid security
- Any other particulars deemed appropriate by the Purchaser

No bid shall be rejected at the bid opening except for **late bids**, which shall be returned unopened as per ITB Clause 20.

22.3 **Bids that are not opened and read out at the bid opening session** shall not be considered for further evaluation under any circumstances.

22.4 The Purchaser shall prepare **minutes of the bid opening**, which shall be signed by all officials present.

23. Clarification of Bids

23.1 During the evaluation of bids, the Purchaser may, at its discretion, **seek written clarifications** from any Bidder regarding ambiguities in the bid.

However, no change in price or substance of the bid shall be permitted in response to such clarifications.

24. Preliminary Examination

24.1 The Purchaser shall conduct a preliminary examination of bids to determine:

- Whether all required documents are submitted
- Whether the bid is complete and properly signed
- Whether the bid security is valid and adequate
- Whether there are any arithmetic or computational errors

24.2 If the Bidder has quoted for multiple schedules and has not furnished adequate bid security for all, only those schedules **fully covered by the security** shall be considered for evaluation.

24.3 Arithmetical Errors:

- If there is a difference between unit price and total price, **unit price shall prevail**, and total shall be corrected.
- If there is a discrepancy between words and figures, **amount in words shall govern**.
- If the Bidder does not accept the correction of errors, its bid shall be rejected and bid security may be forfeited.

24.4 The Purchaser may waive **minor informalities or non-conformities** which do not affect the substance or competitiveness of the bid.

24.5 Prior to detailed evaluation, the Purchaser shall determine whether each bid is **substantially responsive** to the bidding documents. Substantial responsiveness means:

- Compliance with all terms and conditions of bidding documents **without material deviation**

Material deviations include objections to key provisions such as:

- Performance Security (GCC Clause 7)
- Warranty (GCC Clause 15)
- Force Majeure (GCC Clause 25)
- Limitation of Liability (GCC Clause 29)
- Applicable Law (GCC Clause 31)
- Taxes and Duties (GCC Clause 33)

24.6 A bid found **not substantially responsive** shall be rejected and shall not be made responsive by correction or withdrawal of deviations.

25. Conversion to Single Currency

(Not applicable as prices are supposed to be quoted in Indian Rupees only)

26. Evaluation and Comparison of Bids

26.1 The Purchaser shall evaluate and compare **only those bids** determined to be substantially responsive. Evaluation shall be done **schedule-wise**, and incomplete bids shall not be considered.

26.2 The evaluation shall **exclude** the following:

- Sales tax, GST, and other similar levies payable on final product
- Any price adjustment offered after bid submission

26.3 The purchaser's evaluation of a bid will take into account, in addition to the bid price) Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finish goods, if payable) and price of incidental services, the following factors, in the manner and the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

- (a) Inland transportation and insurance and other costs to final destination
- (b) Delivery schedule offered in the bid
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract
- (d) Cost of mandatory components, spare parts and services
- (e) the availability in India of spare parts and after-sales services for the goods/equipments offered in the bid
- (f) the projected Operating and maintenance costs during the life of the equipment; and
- (g) the performance and productivity of offered equipment

26.4 Pursuant to ITB Clause 26.3, one or more of the following evaluation methods will be applied:

(a) Inland Transportation, Insurance and Incidentals:

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) Delivery Schedule:

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond months of stipulated delivery period will be treated unresponsive.
- (c) Spare Parts and After Sales Service Facilities in India:
The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

27. Contacting the Purchaser

28.1 From the time of bid opening to the award of contract, no Bidder shall contact the Purchaser on any matter relating to their bid, unless specifically requested.

28.2 Any attempt by a Bidder to influence the Purchaser's decision on bid evaluation, comparison, or contract award may result in rejection of the Bidder's bid and forfeiture of the bid security.

F. AWARD OF CONTRACT

29. Post qualification

29.1 In the absence of prequalification, the Purchaser shall determine whether the Bidder whose bid has been determined to be the lowest evaluated and substantially responsive meets the **qualification requirements** specified in ITB Clause 13.3(b) and Section VI-A.

29.2 The determination shall be based on:

- The examination of the documentary evidence of the Bidder's qualifications as submitted under ITB Clause 13, and
- Any additional information deemed necessary by the Purchaser.

29.3 A positive determination shall be a **prerequisite** for award. A negative determination shall result in rejection of the Bidder's bid, and the Purchaser will proceed to evaluate the next-lowest responsive bid.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser shall award the Contract to the **successful Bidder** whose bid has been determined to be:

- Substantially responsive,
- Lowest evaluated,
- And who has been **determined to be qualified** to perform the contract satisfactorily.

31. Purchaser's Right to Vary Quantities at Time of Award

31.1 The Purchaser reserves the right, at the time of contract award, to **increase or decrease** the quantity of goods and services originally specified in the Schedule of Requirements by up to **15% (fifteen percent)** without any change in the unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 The Purchaser reserves the right to:

- Accept or reject **any bid**, and
- cancel the bidding process and reject all bids at any time prior to contract award, **without thereby incurring any liability** to the affected Bidder(s) or any obligation to inform the grounds for the Purchaser's action.

33. Notification of Award

33.1 Prior to the expiration of the bid validity period, the Purchaser shall notify the **successful Bidder** in writing via registered letter or email, **that their bid has been accepted**.

33.2 The **notification of award** shall constitute the **formation of the Contract**.

33.3 Upon the successful Bidder's submission of the **Performance Security** pursuant to ITB Clause 35, the Purchaser shall:

- Promptly notify all unsuccessful Bidders, and
- Discharge their bid securities in accordance with ITB Clause 15.

33.4 If an unsuccessful Bidder requests reasons for bid rejection, the Purchaser shall provide an explanation **in writing**, without any obligation to disclose detailed evaluation criteria.

34. Signing of Contract

34.1 At the same time as the notification of award, the Purchaser shall send the **Contract Form** to the successful Bidder, incorporating all agreements reached.

34.2 The successful Bidder shall sign and date the Contract Form and return it to the Purchaser within **21 (twenty-one) days** of receipt.

35. Performance Security

35.1 Within **15 days** of receipt of the **Notification of Award**, the successful Bidder shall furnish the Performance Security for an amount equal to **02% of the basic contract value**.

35.2 The Performance Security shall be:

- In the form provided in the bidding documents (Section VIII), or
- In any other form acceptable to the Purchaser (e.g., Bank Guarantee or DD from a nationalized/scheduled bank).

35.3 Failure of the successful Bidder to:

- Sign the contract in accordance with ITB Clause 34, or
- Submit the performance security as required,
shall constitute **sufficient grounds for cancellation** of the award and **forfeiture of the bid security**, in

which case the Purchaser may award the contract to the next-lowest responsive Bidder or call for fresh bids.

36. Corrupt or Fraudulent Practices

36.1 It is the policy of the Government of India, and shall be the strict requirement of the Purchaser (i.e., CDOE, Himachal Pradesh University), that Bidders, Suppliers, Contractors, and their Agents, Sub-contractors, Sub-consultants, Personnel, and Service Providers, observe the **highest standards of ethics and integrity** during the procurement and execution of contracts.

- In pursuit of this policy, the following terms are defined and shall be applicable under this tender:

(a) Definitions of Prohibited Practices:

1. **Corrupt Practice:**

The offering, giving, receiving, or soliciting — directly or indirectly — of **anything of value** to influence the action of a public official, university official, or any authority involved in the procurement process or in contract execution.

2. **Fraudulent Practice:**

A **misrepresentation or omission of facts** to mislead the procurement or execution process, including falsified statements, forged documents, or hiding information that may affect the bid's qualification.

3. **Collusive Practice:**

A scheme or arrangement between **two or more bidders**, designed to achieve an **artificial or non-competitive bidding environment**, including price fixing, market sharing, or bid rotation.

4. **Coercive Practice:**

Impairing or harming, or threatening to harm, directly or indirectly, **persons or their property** to improperly influence their participation in the bidding process or the performance of a contract.

5. **Obstructive Practice:**

(i) Deliberately destroying, falsifying, altering, or concealing material evidence that is essential to an investigation into allegations of a prohibited practice.

(ii) Intimidating, threatening, or harassing any party to prevent them from disclosing information or cooperating in the investigation.

(b) Consequences of Engaging in Prohibited Practices:

If, at any stage of procurement or execution of the contract, it is determined that the successful Bidder, any of its agents or representatives has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices:

- The **Bid shall be rejected**, or if awarded, the **Contract shall be terminated**.

- The **Performance Security shall be forfeited** in full or in part.
- The firm, company, or individual **may be blacklisted** and declared ineligible to participate in any future tenders under PM-USHA or HPU funding for a specified period or permanently.
- The matter shall be **reported to appropriate enforcement or vigilance authorities** for further action under law.

(c) Rights of the Purchaser:

- The Purchaser shall include in the Contract a provision enabling itself, its auditors, statutory agencies, or any funding body (such as UGC/MHRD), to:
 - ✓ Access and inspect all accounts, records, and documents related to the bid and execution of the contract.
 - ✓ Audit the same at any time without prior notice.
- Non-cooperation with audit, falsification of records, or refusal to provide access shall be deemed an **obstructive practice** and treated accordingly.

(d) Preventive Declarations by Bidders:

As part of bid submission, Bidders must:

- **Declare that they have not engaged** in any of the above practices.
- **Disclose any conflict of interest** or prior involvement with officials involved in the procurement.
- Agree to **abide by an integrity pact**, if so required.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

(To be read in conjunction with the Special Conditions of Contract – SCC)

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1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

- (b)** “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c)** “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d)** “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e)** “GCC” means the General Conditions of Contract contained in this section;
- (f)** “SCC” means the Special Conditions of Contract;
- (g)** “The Purchaser” means the Centre for Distance and Online Education (CDOE), Himachal Pradesh University, purchasing the Goods;
- (h)** “The Purchaser’s country” is India;
- (i)** “The Supplier” means the individual or firm supplying the Goods and Services under this Contract;
- (j)** “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA);
- (k)** “The Project Site”, where applicable, means the place or places named in the SCC;
- (l)** “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods are mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin, and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- **(a)** A Bank Guarantee or irrevocable Letter of Credit issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or in another form acceptable to the Purchaser; or
- **(b)** A cashier's check, certified check, or demand draft.

7.3 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in the SCC.

8. Inspection and Tests

8.1 The Purchaser or its representatives shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

12. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project Site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the SCC:

- (a)** Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b)** Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c)** Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d)** Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e)** Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser.

16.4 Payment shall be made in Indian Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendments signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a)** If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b)** If the Supplier fails to perform any other obligation(s) under the Contract; or
- (c)** If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a)** To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 Notwithstanding any reference to arbitration herein:

- **(a)** The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- **(b)** The Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6:

- **(a)** The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- **(b)** The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in English language. Subject to GCC Clause 30, the English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in the SCC.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption

34.1 It is the policy of the funding agency (e.g., the Bank or Government of India) that Borrowers (including beneficiaries of such funding), as well as Bidders, Suppliers, and Contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers, and suppliers under contracts financed from such sources, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the funding agency:

(a) Defines, for the purposes of this provision, the terms set forth below:

(i) *"corrupt practice"* means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) *"fraudulent practice"* means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) *"collusive practice"* means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels;

(iv) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) “*obstructive practice*” includes:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede a funding agency investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(b) acts intended to materially impede the exercise of the funding agency’s inspection and audit rights.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) Will cancel the portion of the funding allocated to a contract if it determines at any time that representatives of the Purchaser or of a beneficiary of the funding engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Purchaser having taken timely and appropriate actions satisfactory to the funding agency to address such practices when they occur;

(d) Will sanction a firm or an individual, at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:

(i) To be awarded a funded contract; and

(ii) To be a nominated subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a funded contract; and

(e) Will have the right to require that a provision be included in bidding documents and in contracts financed by such funding, requiring Bidders, Suppliers, and Contractors and their subcontractors to permit the funding agency to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the funding agency.

34.2 Furthermore, Bidders shall be aware of the provisions stated in sub-clause 24.1(c) of the General Conditions of Contract.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Centre for Distance and Online Education (CDOE), Himachal Pradesh University

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The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). In case of any conflict, the provisions in the SCC shall prevail over those in the GCC. The clause numbers in brackets refer to the corresponding clause in the GCC.

1. Definitions (GCC Clause 1)

- **(a) The Purchaser is:**
 - Centre for Distance and Online Education (CDOE), Himachal Pradesh University, Summer Hill, Shimla–171005.
- **(b) The Supplier is:**
 - [To be filled in at the time of signing the contract].

These definitions are to be read in continuation with the broader definitions provided in the GCC to ensure clarity regarding the roles of both the Purchaser and the Supplier in the execution of the contract.

2. Country of Origin (GCC Clause 3)

- All goods and services to be supplied under this contract must originate from countries eligible under the World Bank’s procurement guidelines.
- The list of eligible countries is provided in Section XIV of the bidding documents, titled “Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement.”
- This ensures adherence to international sourcing standards and fairness in procurement.

3. Performance Security (GCC Clause 7)

3.1 The Supplier shall furnish a Performance Security of **05%** of the total contract value within **15 days** of receiving the Notification of Award. The Performance Security shall remain valid for at least **60 days** beyond the completion of the Supplier’s contractual and warranty obligations.

3.2 If any material or component is replaced during the warranty period, the warranty for that particular item shall be extended by another **12 months**, and the Performance Security shall be extended for a further **60 days** beyond the extended warranty period.

3.3 Performance Security shall be submitted in one of the following forms:

- A cashier's cheque or banker's certified cheque or Bank Gurantee.
- A crossed demand draft or pay order drawn in favour of:
 - *Director, Centre for Distance and Online Education, Himachal Pradesh University, Shimla.*

3.4 Upon successful completion of all contractual obligations, including warranty, the Purchaser shall discharge the Performance Security no later than **60 days** after completion.

3.5 In case of any contract amendments, the Supplier shall provide an amended Performance Security within **21 days** of the amendment being issued, covering the revised contract period and obligations.

4. Inspection and Tests (GCC Clause 8)

- The Purchaser requires that inspection and testing of goods be conducted in accordance with the technical specifications and procedures defined in the bidding document.

4.1 Goods must be inspected for conformity with contract specifications. The following broad procedures apply:

- Goods will undergo internal inspection by the Supplier before dispatch.
- A detailed inspection report and manufacturer's warranty certificate shall be provided with the shipment.
- Final testing and acceptance shall be conducted at the installation site by CDOE representatives.

4.2 The Supplier must inform the Purchaser in advance regarding site preparation requirements so they are fulfilled before delivery and installation.

4.3 All items and accessories specified in Section V must be delivered, installed, and commissioned prior to performance testing.

4.4 If any equipment fails to pass acceptance tests, the Supplier will be given **a maximum of four weeks** to rectify the issue and pass the tests. If the equipment still fails, the Purchaser reserves the right to replace it at the Supplier's cost.

5. Packing (GCC Clause 9)

- The Supplier must ensure that the goods are packaged in a manner that protects against damage or deterioration during transportation and storage.

5.1 Addendum to Clause 9.3 – Packing Instructions:

- Separate packages must be prepared for each consignee.
- Each package must be clearly marked on three sides with the following:
 - (i) Project Name (e.g., "Digital Learning Studio – PM-USHA")

- (ii) Contract Number
- (iii) Country of Origin of Goods
- (iv) Supplier's Name
- (v) Packing List Reference Number

This ensures transparency in dispatch and easy identification during inspection and installation.

6. Delivery and Documents (GCC Clause 10)

6.1 Upon dispatch of the goods, the Supplier shall notify the Purchaser and insurance agency with full details including:

- Contract Number
- Railway Receipt/Airway Bill/Consignment Details
- Date of Shipment
- Description of Goods
- Quantity
- Name of the Consignee

6.2 The following documents must be mailed to the Purchaser with a copy to the insurance company:

- (i) 4 Copies of the Supplier's Invoice
- (ii) Consignment Receipt or Railway Receipt
- (iii) 4 Copies of Packing List (itemized)
- (iv) Insurance Certificate
- (v) Manufacturer's/Supplier's Warranty Certificate
- (vi) Inspection Certificate from nominated inspection agency
- (vii) Supplier's Factory Inspection Report
- (viii) Certificate of Origin

Failure to submit these documents before or at the time of delivery shall result in the Supplier being responsible for any delays or related financial implications.

7. Insurance (GCC Clause 11)

- For goods to be delivered at the site of installation, the Supplier shall procure comprehensive insurance coverage.
- The insurance shall be:
 - For an amount equal to **110% of the value of the goods**.
 - On an “**All Risks**” basis including risks due to:
 - Transportation damage
 - War
 - Strikes
 - Theft, and other transit-related incidents
- The insurance shall cover movement “**from warehouse to warehouse**”, i.e., from the Supplier’s dispatch point to the final delivery location at CDOE or its designated sub-centers.

8. Incidental Services (GCC Clause 13)

The Supplier shall provide the following incidental services, and their cost shall be deemed to be **included in the total contract price**:

- a. On-site assembly, commissioning, and successful start-up of all equipment.
- b. Provision of detailed **operation and maintenance manuals** for each supplied item at the installation site.
- c. **Training** of CDOE’s designated personnel at the Supplier’s facility or on-site for installation, operation, and troubleshooting of the equipment.
- d. During the **warranty period**, the Supplier shall provide:
 - Maintenance services at the site.
 - Supply and installation of spare parts, if needed.
 - All services without additional charges to CDOE.
- e. The Supplier shall also be responsible for **post-warranty maintenance and/or repairs** for a minimum of **three (3) years** after the end of the warranty.

- Any spares not covered under the maintenance agreement must be listed by the Supplier with their cost at the time of bidding.

9. Spare Parts (GCC Clause 14)

Addendum as Clause 14.2:

- The Supplier shall maintain a sufficient inventory of fast-moving consumables and spares to ensure **prompt ex-stock supply** as and when required.
- All other spare parts/components should be supplied **within a maximum of six months** from the placement of the order.

This clause ensures continuity of operations by preventing delays due to unavailable spares.

10. Warranty (GCC Clause 15)

(i) Modified Clause 15.2:

- The **warranty period** shall be:
 - Either **12 months from the date of acceptance** of the goods,
 - Or a fixed number of **hours of operation**,
 - Or **months from the date of shipment**, whichever is earlier (to be specified in contract).
- The Supplier must also ensure that the goods meet all **performance and consumption guarantees**.

If such performance is not achieved due to the Supplier's fault, then:

(a) The Supplier must, **at its own cost**, make all necessary changes or modifications to bring the equipment into compliance with the specified standards and retest the system.

(ii) Substituted Clause 15.4:

- Upon receiving a written notice regarding a defect:
 - The Supplier shall **repair or replace** the defective goods **free of cost** within the period specified in SCC (20 days max).
 - Defective components become the property of the Supplier after replacement.
 - In case of replacement, the **warranty is extended by 12 months** for the newly installed part.

(iii) Warranty Correction Timeline:

- Any reported defects must be resolved within **20 days**.

11. Payment (GCC Clause 16)

Payments to the Supplier shall be made **in Indian Rupees (INR)**, as per the PM USHA and HPU norms.

- All payments will be released only upon satisfactory completion of the required milestones.
- In addition to the above, Advance payment shall be made only on the request of the Bidders under this contract if Authorities allows.

12. Prices (GCC Clause 17)

- The **contract price shall be firm and fixed** for the entire duration of contract execution.
- **No escalation** or revision in price will be entertained for any reason, including foreign exchange fluctuation, inflation, etc.
- Prices will be those quoted in the Supplier's original bid and accepted by CDOE.

13. Sub-Contracts (GCC Clause 21)

- **Sub-contracting is permitted** only for **bought-out components or sub-assemblies**.
- Sub-contracting of major items or core functionality without prior written approval of CDOE is **strictly prohibited**.
- The Supplier must notify CDOE in writing of all subcontracts at the time of signing the contract, if not already disclosed in the bid.

14. Liquidated Damages (GCC Clause 23)

- **Clause 23.1 – Penalty for Delays:**
 - If the Supplier fails to deliver any or all of the goods or perform services within the time frame specified in the contract (including any approved extensions), liquidated damages shall be imposed.
 - The **rate of penalty** shall be **0.5% of the total contract value per week** of delay.

- The **maximum deduction** shall not exceed **7% of the total contract price**.
- Once this cap is reached, the Purchaser (CDOE) may initiate proceedings for contract **termination** as per the applicable clause.

This clause ensures timely execution and delivery of critical equipment/services.

15. Settlement of Disputes (GCC Clause 28)

- The dispute resolution mechanism shall be governed by the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

a) Disputes with Indian Supplier:

- Any disputes or differences shall be settled by **three arbitrators**:
 - One arbitrator each appointed by **CDOE** and the **Supplier**.
 - A third **Presiding Arbitrator** shall be mutually agreed upon by the two arbitrators.
 - If the two arbitrators cannot agree within 30 days of appointment, the **Presiding Arbitrator shall be appointed by the Indian Council of Arbitration (ICA)**.

b) Disputes with Foreign Supplier:

- Shall be resolved as per **UNCITRAL Arbitration Rules**.
- The Arbitral Tribunal will again consist of:
 - One arbitrator appointed by each party.
 - A Presiding Arbitrator to be mutually chosen.
 - In case of failure, ICA will make the appointment.

c) If one party fails to appoint its arbitrator:

- The **Indian Council of Arbitration** will appoint the arbitrator on behalf of the defaulting party.
- Certified copy of the appointment shall be shared with both parties.

d) Additional Terms:

- **Venue:** Arbitration proceedings shall be conducted in **India**.
- **Language:** The language for arbitration and all official communication shall be **English**.

- The **decision of the majority** of arbitrators shall be final and binding.
- Arbitration expenses will be borne as decided by the Tribunal, but individual preparation expenses shall be borne by the respective parties.

e) Sole Arbitrator Clause:

- For contracts of value **Rs. 10 million or below**, disputes shall be referred to a **Sole Arbitrator**.
- If the parties cannot mutually appoint one, the **ICA will appoint** a Sole Arbitrator.

16. Notices (GCC Clause 32)

- **All contractual notices** must be addressed to the following:

Purchaser:

Director
Centre for Distance and Online Education (CDOE)
Himachal Pradesh University
Summer Hill, Shimla – 171005, Himachal Pradesh, India

Supplier:

(To be filled at the time of Contract execution)

.....
.....
.....

- Notices may be sent by:
 - Registered post
 - Speed post
 - Email with digital signature
 - or any other legally recognized communication mode
- The effective date of a notice shall be the date on which it is received or comes into effect, whichever is later.

17. Progress of Supply

The Supplier shall furnish **periodic written updates** on supply and installation progress. These updates should include:

- a) Quantity offered for inspection and proposed date of inspection.
- b) Quantity accepted/rejected by the inspecting agency along with relevant dates.
- c) Quantity dispatched/delivered to the designated consignee, and date of dispatch.
- d) Completion date of incidental services at site (installation, testing, commissioning).
- e) Date and description of any rectification, repair, or replacement carried out after receipt of communication from CDOE or its authorized representatives.
- f) Consignee/Purchaser details and confirmation of receipt.
- g) Date of overall contract completion, including any additional obligations such as training or documentation.
- h) Date on which all contractual payments were received by the Supplier.

Note: In case of phased deliveries or inspections, detailed stage-wise progress reports may be sought by the Purchaser.

SECTION V: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

(To be read in conjunction with the Scope of Work and Technical Specifications)

Brief Description	Quantity	Delivery Schedule
Supply, Installation, Testing and Certification of a Web-Based Digital Learning Studio on turn-key basis at CDOE, Himachal Pradesh University, Shimla (H.P.) as per the scope of work and technical specifications mentioned in the bidding document	1 Lot (including 01 year onsite comprehensive warranty and support)	Within 02 months from the date of placement of Purchase Order

Additional Notes:

- The delivery shall include all components, software, hardware, services, installation, testing, training, and commissioning of the complete Web-Based Digital Learning Studio infrastructure.
- The comprehensive onsite support shall be ensured for a minimum of three (03) years from the date of successful commissioning and acceptance.
- The successful bidder shall ensure:
 - Timely readiness of the studio for academic use.
 - Submission of certification/report of successful installation and testing.
 - Coordination with relevant authorities at CDOE, Himachal Pradesh University, Shimla for logistical and technical alignment.
- Any delay beyond the specified delivery schedule will attract penalties as defined in the **Special Conditions of Contract (Clause 14: Liquidated Damages)**.

BILL OF QUANTITY

Sr. No.	Item	Number
1	BROADCAST QUALITY 4k CAMCORDER CAMERA	2
2	CAMERA SUPPORT SYSTEM WITH DOLLY FOR PROMPTER	1
3	CAMERA SUPPORT SYSTEM FOR STUDIO	1
4	TELEPROMPTER WITH SOFTWARE	1
5	HARDWARE FOR TELEPROMPTER SOFTWARE	1
6	VIDEO PRODUCTION SWITCHER	1
7	32" DISPLAY FOR MULTIVIEWER	1
8	43" DISPLAY WITH STAND FOR STUDIO FOLDBACK	1
9	AUDIO MIXER	1
10	TWO-WAY POWERED STUDIO MONITOR	3
11	MICROPHONE –WIRELESS LAPEL	3
12	PROFESSIONAL HEADPHONE	1
13	NAS STOARGE - 48 TB RAW	1

14	NETWORK SWITCH	1
15	RECORDER / PLAYER WITH SSD FOR STORAGE AND USB TO SATA ADAPTOR	1
16	EDIT SUITE INCLUDING HARDWARE, DISPLAY, KEYBOARD, MOUSE, HEADPHONE, DESKTOP AUDIO MONITOR,EDITING SOFTWARE	1 SET
17	CONVERTERS AND EXTENDER	1 SET
18	4K HDMI TO CAT6 EXTENDER	2
19	DISTRIBUTION AMPLIFIER	1
20	SDI TO USB CONVERTER	1
21	CROMA SET STUDIO LIGHTS	1 SET
22	STUDIO AUCOSTIC AND TECHNICAL FURNITURE	1 SET
23	INSTALLATION MATERIAL	1 LOT
24	INSTALLATION CHARGES	1
25	Online UPS System with min 90 minutes backup	1

OEM Authorization Is Required for Following Products

- 1) 4k Camcorder Camera
- 2) Camera Support System
- 3) Teleprompter
- 4) Video Production Switcher
- 5) Audio Mixer
- 6) Wireless Lapel Microphones
- 7) Studio Lights

TECHNICAL SPECIFICATIONS

4k CAMCORDER CAMERA

2

**Sony,
Canon,
Panasonic,
DataVideo**

The Camera should have offer high-quality 4k recording.

It should have 1" CMOS sensor with optical zoom lens. The camera will be

equipped with LCD, EVF and power supply by USB. The equipment should support 3G-SDI output. The camera should support touch tracking facility to track the subject. It also supports Slow and fast motion recording. The camera should include extra battery, 2x 128 Gb memory card & camera bag.

Technical Specification of camera.

- Sensor - 1" CMOS Sensor, CMOS 4K pro camcorder.
- Effective Pixels per Sensor - Approx. 8.29 MP (3840 x 2160)
- Optical Zoom - Integrated 15x Optical Zoom Lens
- Max. Aperture - f/2.8 - 4.5
- Aperture Blades - 9 blades
- Digital Zoom/Tele converter
20x Digital zoom (300x with optical zoom) and 40x digital zoom (600x with optical zoom)
- Wide-angle 25.5 – 382mm 4K zoom (35mm equivalent)
- Minimum Illumination (PAL)
Approx. 0.1 lx: Low Light (shooting mode), shutter speed 1/2 sec.

Approx. 1.4 lx: In P (Program AE) mode, 50.00P, shutter speed 1/25 sec
- 5-Axis Optical Image Stabilization
- Focus System - Dual-Pixel CMOS Autofocus Feature, Face Detection and Tracking

<ul style="list-style-type: none"> • Dual SD Relay and Simultaneous Recording • 3.5" Touch screen LCD, Tilttable OLED EVF • UVC Live streaming • Recording Format - XF-AVC / XAVC and MP4 for Flexible Recording • ND Filter - 3 densities: ND 1/4, ND 1/16, and ND 1/64 • Outputs - Mini-HDMI/ HDMI and 3G-SDI Outputs • USB Type-C Output with UVC Support • Recording - Up to UHD 4K30 Video Recording • Dual XLR and Mic/Line Audio Input • Slow/Fast Motion - 3840 x 2160 / 25.00P: x2, x4, x10, x20, x60, x120, x600, x1200 1920 x 1080 / 50.00P: x2, x4, x10, x20, x60, x120, x600, x1200 1920 x 1080 / 25.00P: x0.5 • Still Photos - JPEG up to 3840x2160 • Accessories – 2 x Additional Battery, 2x 128GB Memory card 			
<p>CAMERA SUPPORT SYSTEM FOR TELE PROMPTER WITH DOLLY</p> <p>The camera support system should have heavy-duty tripod system specifically designed for teleprompter setups. The tripod should support seamless integration with studio teleprompters, ensuring operational reliability, load balance, and smooth movement during live or recorded sessions. It should have all the necessary accessories, like, dual pan bar, dolly etc.</p> <p>Technical specification of tripod:</p> <ul style="list-style-type: none"> • Maximum Height: 186 cm or more • Minimum Height: 92 cm or lower • Load Capacity: Min. 16 kg • Material: Aluminium • Head Type: Fluid head with fixed counterbalance and two-step drag system • Base: 100mm bowl with integrated flat base (3/8"-16 thread) • Legs: 2-stage with mid-level spreader With Dolly and Dual 	<p>1</p>	<p>Libec/ Sachtler/ Vinten/ Cartoni</p>	

Pan Handle			
<p>CAMERA SUPPORT SYSTEM FOR STUDIO</p> <p>The camera support system should have high-performance professional video tripod system. It should be engineered for use in broadcast professional studio environments. The camera support system designed to provide maximum stability, smooth operation, and precise control for professional camera. It should support camera, glass hood, monitor, mounting hardware, and additional accessories.</p> <p>Specification of tripod:</p> <ul style="list-style-type: none"> • Head - Dual-head for both 75mm ball diameter and flat base tripods. Mountable on sliders, skater dollies, and other equipment. • Payload–Min. 4kg • Tilt angle - +90Degto -80Deg • Pan angle – 360 Deg • Height–76 cm or less , 156cm or higher • Camera plate–Sliding plate. range $\pm 30\text{mm}$ / $\pm 1.2''$ • Counterbalance – Fix • Drag Mode – Fix • Head Base - Ball 65 mm / Flat base • Section – 2 Stage • Spreader - Mid—level spreader (Telescopic) • Case material - Nylon. Polyester. 	1	Libec/ Sachtler/ Vinten	
<p>Tele Prompter</p> <p>Teleprompter should have professional grade prompting system designed for studio, broadcast, and live production environments. It should be equipped with 15-inch best quality screen, precision glass, and a rugged tripod system, it ensures seamless script delivery for on-camera talent.</p> <p>Panel Size : 15''</p> <p>Resolutions : 1024x768</p> <p>Brightness: 400cd/m2</p>	1	Cronus/S amvadC ueScript	

<p>Contrast Ratio : 700:1</p> <p>Viewing Angle : 170/160</p> <p>Beam Splitting Mirror: 60:40</p> <p>Reading Range : 16ft (5m)</p> <p>Camera Mount : Manual Hole Type</p> <p>Control : Wireless Bluetooth Remote</p> <p>Video Input : HDMI,VGA, BNC (Composite)</p> <p>Software : Teleprompter Software</p> <p>BIS Approved: Yes</p> <p>Tele Prompter Software</p> <p>Import and save your scripts as rich text or simple text (.docx, .txt and .rtf format without needing MS Word), Allows several remote controls simultaneously (Keyboard, mouse, hand, foot, wireless..), User Selectable Cue Points (Bookmarks), Watch a simple or rich text file on local or network and load when it changed, Choose from multiple fonts and colors, Copy and paste your scripts from other applications, The software allows you to set cue points, Built-in Word Processor/Script Editor (Script Printing, Undo/Redo,Text Search/Replace), Text editing in real time while playing, Background and text colors are user selectable, Advanced features include variable scroll position and variable speed control, Prompter font size can be set relative to editor font size, Preview window on main screen, Allows Unicode sources (Double-byte fonts), Dual-screen scrolling, Smooth text flow, supports MS Windows , allows you to have 6 x predefined templates for ease of selection , user creation which allows the users to save their set of parameters.</p>			
<p>HARDWARE FOR TELEPROMPTER SOFTWARE</p> <ul style="list-style-type: none"> • Processor – i5 Latest Gen 12 or 13 • RAM – 16GB or better • HDD: minimum 500 GB SSD • Graphics – Integrated Graphics • Display Size- 15” or higher • Should have HDMI output • OS- Windows 10 or higher 	1	HP /Dell/ Lenovo	

<p>PRODUCTION SWITCHER</p> <p>Production switcher should have facility of multi-camera live production, studio recording. Production switcher should be equipped with 2 HDMI and 2 SDI inputs, it should support seamless switching between sources with broadcast-quality effects and transitions. The switcher should be user-friendly control surface, built-in audio mixer, chroma keying capabilities, and multi-view output.</p> <ul style="list-style-type: none"> • Video Standard: HD • Video Format: 1080i 50/59.94/60Hz 720p 50/59.94/60Hz • Video Input: 2x HD-SDI 2x HDMI Video Outputs: 2 x HDMI (1 is MV, 1 is Assignable) 1x HD-SDI (Assignable) • Computer Graphic Interface: 2 via HDMI • Analogue Audio Input: 1 x Stereo RCA (L/R), 2 x Mono Microphone • Analogue Audio Output 1x Stereo RCA (L/R) 1 x Stereo headphone (Mini Jack with volume control) • Digital Embedded Audio Support: Input 2 channels, Output 2 channels • USK: 2x Keyer support Chroma key/ Linear/ Luma Key • DSK: 1x DSK support Luma key/ Linear key (Key / Fill) • Should support PIP • Logo Insertion: 1 • Should store Stills: 500 • Built-in Multi-view Monitoring Out • Built-in Gen lock (internal) 	1	Datavideo / Ross/ For-A	
<p>32” LED DISPLAY</p> <ul style="list-style-type: none"> • Display: 32” or better (diagonal) • Panel Type: IPS (In-Plane Switching) for accurate color reproduction and wide viewing angles • Aspect Ratio: 16:9 • Refresh Rate: 60 Hz or higher • Video Inputs: 1 x HDMI port • USB INPUT 2x USB2.0 • HDMI INPUT – 2 x Side(HDMI 1.4) • CPU Cortex-A55 x4,1.1 GHz • GPU Mali G31 MP2,Open GL ES3.2 • OS & VERSION INFO Android TV 'R' - 11.0 • MEMORY FLASH 8 GB EMMC • RAM 1.5 GB , DDR 	1	Panasonic/ LG/Eq.	

43" LED DISPLAY FOR FOLDBACK IN STUDIO <ul style="list-style-type: none"> • Display: 43" • Resolution: 4K Ultra HD (3840 x 2160)Resolution • Aspect Ratio: 16:9 • Brightness : 400 Nits • Connectivity: 3 HDMI Ports, 1 X USB-A Ports • CPU Cortex-A55 x4,1.3GHz • GPU Mali G31 MP2,Open GL ES3.2 • OS & VERSION INFO Android TV 'R' - 11.0 • MEMORY FLASH 16GB EMMC • RAM 2.0GB , DDR3 2133Mhz 	1	Panasonic/ LG/Eq.	
Mounting display MOVABLE STAND FOR MOUNTING DISPLAY. <ul style="list-style-type: none"> • Stand should support displays from 32" to 65" • Maximum load capacity: 50 kg (110 lb) • Adjustable display center height • Lockable, heavy-duty caster wheels for smooth rolling and secure placement • Integrated cable management system for clean routing 	1	Standard	
AUDIO MIXER <ul style="list-style-type: none"> • Type: Analog • Channels:14 (12 Mono, 2 Stereo) • Faders:16 x 60mm • Inputs – Mic Preamps:12 x XLR (CH 1-12) • Phantom Power: Yes (CH 1-12) • Inputs – Line:12 x 1/4" (CH 1-12), 4 x 1/4" (Stereo 1, 2), 2 x RCA (2 TRK) • Outputs – Main:2 x XLR, 1 x 1/4" (Mono) • Outputs – Other:2 x RCA (Rec), 2 x 1/4" (Monitor) • Aux Sends:2 x Aux (Pre/Post) • Send/Return I/O:2 x 1/4" (Aux), 4 x 1/4" (Return) • Channel Inserts: Yes (CH 1-12), 2 x 1/4" (Main Inserts) • Headphones:1 x 1/4" • EQ Bands:3-band Sweepable Mid (CH 1-12), 2-band (Stereo 1-2) 	1	Soundcraft/ Yamaha/ studer	
TWO WAY STUDIO MONITOR <ul style="list-style-type: none"> • Powered 5" Two-Way Studio Monitor • LF Driver 126mm (5") • HF Driver Size 25mm (1") • HF Driver Type Soft dome • Crossover 1725Hz4th order acoustic • INPUT SENSITIVITY 92dB / 1m 	3	JBL/Yamaha/M-Audio	

<ul style="list-style-type: none"> • Power Configuration Bi-amplified • HF DRIVER POWER AMP 41W, Class-D • LF Driver Power Handling 41W, Class-D • Frequency Response (± 3 dB) 49Hz – 20kHz • Frequency Range (-10dB) 43Hz – 24kHz • Maximum Continuous SPL 94dB • Maximum Peak SPL 108dB • Signal to Noise Ratio 75dBA (A-Weighted), • Coverage Angle 120° x 90° • Input Connectors 1 x XLR female, 1 x TRS female, • HF TRIM CONTROL -2dB, 0dB, +2dB • BOUNDARY EQ LF Shelf @ 50Hz: -3dB, -1.5dB, 0dB • Enclosure 15mm MDF • Enclosure Finish Matte black PVC 			
WIRELESS LAPEL MICROPHONES <ul style="list-style-type: none"> • Compact body pack transmitter, unobtrusive clip-on microphone • Antenna-switching diversity reception • Integrated antennas • Automatic frequency management and synchronization via remote • channel for easy setup • Selectable UHF frequencies within a large bandwidth • Up to 10 compatible channels • Receivers: • AF frequency response: 50 to 16,000 Hz (-3 dB) • Transmitter: • Adjustment Range Transmitter: 0 to -30 dB, adjustable in 10 dB steps • Microphone: condenser • THD: $\leq 0.9\%$ • Pick-up pattern: omni-directional • Signal-to-noise ratio: ≥ 103 dBA • RF output power: 10 mW • Switching bandwidth: up to 24 MHz • Modulation: wideband FM 	3	AKG, SENNHEISER/Eq.	
PROFESSIONAL HEADPHONE Audio frequency bandwidth (Hz) : c16 - 20000 Cable(s) length (m) : 3 Driver size (mm): 40	1	AKG/Behringer	

<p>Maximum input power (mW) : 200</p> <p>Rated impedance (Ω): 32</p> <p>Sensitivity (dB SPL/V @ 1 kHz): 112</p> <p>Type: Stereo plug – 3.5mm (1/8-inch) with 6.3 mm (1/4") screw-on adapter</p> <p>Gender: Male</p> <p>Contacts: 3 - Tip Ring Sleeve</p> <p>Wearing Style: Over-ear</p> <p>Cup Style: Closed-back</p>			
<p>48TB RAW NAS STORAGE</p> <ul style="list-style-type: none"> • 6bay, cloud-integrated unified storage, supports NAS, block, object storage and cloud gateway, single controller Subsystem • Host Ports -Onboard host ports: 1GbE (RJ-45) x 4 • Onboard USB Ports -USB 3.1 Gen1 x 3 • Drive Interface - 6Gb/s SATA • RAID Options -Hybrid RAID, Basic, JBOD,RAID 0,RAID 1,RAID 5,RAID 6,RAID 10 • Supported Protocols - File level: SMB1 (CIFS), SMB2, SMB3, NFSv3, NFSv4, NFSv4.1, NFS Kerberized sessions, iSCSI, HTTP, HTTPS, FTP, SNMP, LDAP, CalDAV • PCIe Expansion 1 x Gen3 8 slot (x4 link) • Management -Web-based surveillance system • Multi-factor authentication login mechanism • Virtualization: VMware ESXi 6.5 and VAAI - Yes Windows Server 2022 - Yes Citrix Ready - Yes Open Stack - Yes 	1	Infortrend / Dell/ Quantum/Synology	
<p>MANAGEABLE SWITCH</p> <ul style="list-style-type: none"> • Layer 2 managed network switcher. • 8x 1GbE fixed ports • Should support 4K Mac Address Entries • 192K Buffer Size • Store-and-Forward Switching Mode • 16 Gbps Bandwidth • IEEE 802.3az Energy Efficient Ethernet 	1	HP/Dell/ Netgear/ Eq.	
<p>FILE BASED VIDEO RECORDER</p> <p>A professional-grade, rackmount media recorder and player that</p>	1	Datavideo/Aja/B	

<p>supports high-quality video recording and playback using SD cards, UHS-II cards, or 2.5-inch SSDs. Recorder should use in broadcast, live production, and post-production environments.</p> <ul style="list-style-type: none"> • Form Factor:1 RU full-width rack mountable unit • Media Support: Dual SD card slots (UHS-II supported), It Should have dual 2.5” SSD slots with hot-swappable capability. <p>It should have continuous recording across media slots</p> <ul style="list-style-type: none"> • Supported video formats: SD: 525i59.94, 625i50 • HD: 720p50, 720p59.94, 720p60 1080i50, 1080i59.94, 1080i60 1080p23.98, 1080p24, 1080p25, 1080p29.97, 1080p30, 1080p50, 1080p59.94, 1080p60 <p>Codec should support:</p> <p>ProRes HQ, ProRes 422, ProRes LT, ProRes Proxy</p> <p>DNxHD 220x, DNxHD 145, DNxHD 45</p> <p>H.264 recording with AAC audio (low bandwidth options)</p> <ul style="list-style-type: none"> • Video Inputs should have,1 x 12G-SDI input (supports 3G/6G/12G-SDI formats), 1 x HDMI 1.4 input (up to 1080p60) • Video Outputs should have,1 x SDI Loop-through Output 2 x 12G-SDI Playback Outputs <p>1 x HDMI</p> <ul style="list-style-type: none"> • Audio Outputs should support SDI 16Ch embedded audio, HDMI audio 8Ch embedded audio. • Built-in 3.5” LCD for preview and menu navigation • It should have support Tri-Sync or Black burst reference input 		MD/Eq.	
<p>EDIT SUITE</p> <ul style="list-style-type: none"> • Processor - Intel Core i9-12900K Processor 16 Core (30M Cache, 3.20 GHz) • Liquid Cooler -360mm Liquid Cooler • Memory - 2x 16GB DDR5 UDIMM 4800 • OS Storage - M.2 - PCIe 512GB NVMe M.2 • Media - Enterprise 3.5" SATA 6Gb/s 8TB HDD, 7200rpm • GPU - Nvidia RTX 3060 8GB GDDR5 GPU Card • OS -Windows 11 Professional 64-bit OEM • Monitor & K/M -24” Monitor (1920 x 1080) and USB Keyboard & Mouse 	1	Supermic ro / Apogean / Dell / HP	

<ul style="list-style-type: none"> • DaVinci Resolve Studio 20 with activation key • Headphone • Desktop speaker 			
4k HDMI TO CAT6 EXTENDER <ul style="list-style-type: none"> • Should have carry HDMI signal over a single Cat 5/6.6a cable. • Should support transmission distance up to 100m (1080p @60Hz, Cat6/6a) • Should have support HDBaseT technology • Video input/output : 1xHDMI Type a female. • HDBaseT Link Ports: 1xRJ45 female (per unit) • Video resolution should support: Up to 4K (3840 x 2160 @ 30Hz), • 1080p, 1080i, 720p, 480p, 480i, and standard PC resolutions 	2	Black Box/Aten /Eq.	
SDI DISTRIBUTION AMPLIFIER <ul style="list-style-type: none"> • Input 2 x 3G/HD/SD-SDI inputs • Output 6 x 3G/HD/SD-SDI distribution outputs with re-clock • Audio Should support embedded Audio SDI • Input Control Two input video sources should be controlled by A/B switch or GPI remote (non-locked) • Supported video formats: 1080p 60/59.94/50/29.97/23.98 1080i 60/59.94/50 720p 60/59.94/50 525i, 625i 	1	AJA/ Datavideo/ Decimator	
SDI to USB 3.0 VIDEO CAPTURE DEVICE <ul style="list-style-type: none"> • Video Input: 1 x SDI with 1x SDI loop through • Output - 1x USB 3.0 (Micro B), 1x SDI loop through • Should support embedded audio • Input / output resolution support up to: 1920 x 1080p 60/59.94/50/30/29.97/25/24/23.976 1920 x 1080i 60/59.94/50 (de-interlaced out) 1280 x 720p 60/59.94/50 • Video output format: YUY2, MJPEG • Outputs via USB Audio Class (UAC) 	1	AJA/ Datavideo/ Decimator	
<u>STUDIO LIGHTS</u> 100W LED CCT Panel LED Panel Lights for Studio Light having color temperature 5600K daylight panel complete with 4 leaf barn door, Diffuser, normal operated yoke, Ceiling mounted, dimming from 0 to 100%. LED lamp life 50,000 hours, CRI, & TLCI	6		

above 95, operating temperature of -30 deg to +55deg C. Mounting accessory of C-clamp & protection Rating of IP20			
220W LED CCT Panel LED Panel Lights for Studio Light having color temperature 5600K daylight panel complete with 4 leaf barndoor, Diffusor, normal operated yoke, Ceiling mounted, dimming from 0 to 100%. LED lamp life 50,000 hours, CRI, & TLCI above 95, operating temperature of -30 deg to +55deg C. Mounting accessory of C-clamp & protection Rating of IP20	3		
Extension Rod 1 ft with MS casted spigot socket	5		
MS Dies casted C clamps with tightening knob , size suitable for 40mm - 60mm NB 40 tubular section	9		
Safety rope 0.6mtr twisted and safety cleave with lock and clip	9		
DMX Digital Console - control up to 12 fixtures at 16 channels each. Stores up to 240 scenes (30 banks × 8 scenes), it has 6 chase sequences, each covering up to 240 scenes	1		
DMX cables with 5-pin XLR connectors 4 mtrs	9		
DMX cables with 5-pin XLR connectors 15 mtrs WITH 5-PIN XLR connectors	1		
Providing of Acoustic Treatment on the Studio Walls			
An acoustic wall shall be provided with a 2ft x 2ft wooden framework up to a height of 3 feet from the floor, filled with rock wool of 48–50 kg/m ³ density between the wall and 12 mm thick plywood. The plywood shall be finished with a 1mm thick laminate on the studio side	162Sqft	'Green, Century, Duro, Smart , Black Board Equivalen t	
Acoustic Wall Specification (Above 3 Feet) An acoustic wall shall be provided with a 2ft x 2ft wooden framework above the 3-foot level, comprising rock wool of 48–50 kg/m ³ density or glass wool of 32–50 kg/m ³ density. The insulation material shall be covered with 12mm	594 Sqft	'Glasswo ol /Rockwo	

thick perforated gypsum tiles, securely fixed over the surface to ensure effective sound absorption.		ol Twiga ,Rockwo ol ,Roxul - Equivalen t	
Providing and fixing of an acoustic grid ceiling (600mm x 600mm tiles) with a proper grid system	210SQft		
Providing and installation of an MS studio lighting grid (tube size: 50mm diameter) over an area of 15 ft x 12 ft, with a 2.5 ft x 2.5 ft spacing. The grid shall be properly painted with two coats of primer and enamel paint.	1 Lot		
Installation of Technical & Edit Table 6ftx3ftx2.5ft ply wood with laminate finish	2 Job		
Supply & Fixing of Acoustic Door 3'.5" x 6'.5" with Accessories Supplying Acoustic Door work with wooden will be filled with acoustic materials of 9 mm ply covered and top layer 1mm laminate	1 Job		
Croma-10ftx10ft-10ftx3ft Croma Backdrop seamless and floor Platform Work with wooden frame. 12mm ply. Flexy ply, 19mm ply, green Croma colour carpet pasted	1 Job		
PVC Flooring 1.5mm	180 Sq ft		
Electrical work: Studio & teacher table, Studio shooting lights wiring (10 box- 1x2 separate mcb) and House point and wiring 8 No. Ceiling lights (4 no. 2ftx2ft and wiring points Main Distribution Panel – Studio 'Shooting lights Cable:3core/2.5mm and (entair are use 2.5mm, 1.5mm,1mm wire) Make wire: Polycab, Finolex, RR cable Equivalent Switch Socket: Anchor (5amp,15amp) MCB :Hevels single pole 10amp	1		
6’’-Trench in the corner of the studio wall for wires	1		

Door and glass frame covering for sound lock, create a double layer gypsum wall fill with rockwool approx area size 15ft x 14ft	1		
INSTALLATION WORK <ul style="list-style-type: none"> • All Cables and connectors should be from Standard brands and should support Full HD workflow • Equipment Rack with required accessories to mount equipment • Video, Audio, LAN, or any other required cable to complete the workflow should be included. 	1		
Online UPS System <ul style="list-style-type: none"> • UPS 10 KVA (01 Phase in: 01 Phase Out) with 90 Minutes backup • Batteries and Accessories (Suitable rated batteries to provide backup for 90 minutes along with Battery Rack, interlink battery cables • Supplied Accessories (All necessary cables and accessories should be supplied for completeness of the system • Change Over Unit (Change over Unit for UPS and Mains 	1		

OTHER IMPORTANT TERMS & CONDITIONS:

1. Evaluation and Award of L1 Bidder

The lowest (L1) vendor shall be declared based on the overall project cost quoted by the bidder on a turnkey basis, including **GST and any other applicable levies**. All payments shall be released as per **CDOE, Himachal Pradesh University's** procurement and finance rules, in alignment with the norms applicable to centrally funded educational institutions.

2. Quantity Variation Clause

The quantities mentioned in the tender are **tentative**. CDOE reserves the right to **increase or decrease** the quantity of any item at any stage. All payments will be made on an actual supply-and-installation basis as per the final quantities verified and accepted by CDOE.

3. Brand and Model Declaration

In case of **brand equivalence or technical assessment**, the **decision of the University's Technical Committee shall be final**. Bidders must clearly specify the **brand and model numbers** of the products being quoted. All supplied items including **cables, joints, fixtures, connectors, and accessories** must be of **standard make** and compatible for integration into the digital learning studio.

4. Preference for Reputed Brands

The **Technical Committee** of CDOE may insist upon the use of a **specific brand or an equivalent reputed model** for any major item including switches, routers, display systems, acoustic panels, lighting units, and accessories to ensure compatibility and smooth functioning of the integrated system.

5. Responsibility for Turnkey Completion

The overall **completeness of the solution lies solely with the bidder**. It shall be the vendor's responsibility to supply, install, test, commission, and demonstrate a **fully functional studio setup** within the delivery timeline stipulated in the NCB. In case of delay, **liquidated damages and penalties** shall be imposed in accordance with Section IV of the contract.

6. Unspecified Items Necessary for System Functioning

Any **item, component, or service** not explicitly mentioned in the bidding document but **essential to ensure full system functionality** must be included by the bidder in their proposal. The bidder shall provide full **technical details, nomenclature, brand, quantity, and price** of such items in the technical bid.

7. Documentation and Technical Design Layout

The vendor shall submit along with the technical bid the following:

- Detailed technical workflow
- Block diagrams
- Interface schematics
- Studio layout design
- Product datasheets and manuals

These will assist in evaluating the feasibility and completeness of the proposed solution.

8. Restriction on Consortiums and Subletting

Consortium bids and Joint Ventures are not permitted under this NCB. Additionally, the successful bidder shall **not sublet the awarded contract** to any third party. However, specialized civil, electrical, and acoustic works may be subcontracted **with prior written approval** from the competent authority of CDOE, Himachal Pradesh University.

9. **Mandatory Training and Hands-on Demonstration**

The successful bidder shall arrange for **training sessions and hands-on demonstrations** for designated **CDOE faculty/staff** on the university premises after installation. This training shall cover the operational, maintenance, and troubleshooting aspects of the system.

10. **Comprehensive Warranty and Support**

The bidder must provide **comprehensive on-site warranty and support** for a period of **three (03) years** for all hardware and software components of the system. This period shall commence **after successful installation, testing, demonstration, and formal acceptance** of the studio setup by CDOE, Himachal Pradesh University.

SECTIONVII: BID FORM AND PRICE SCHEDULE

BID INDEX

Note: Please attach all the required documents in the given order with your Technical Bid.

Sr. No	Description	Supporting Document Attached (Yes/No)	Bid Page No
1.	Bid Form or Covering Letter		
2.	Profile of the Bidder		
3.	Detail about the Tender Document Fee and Bid Security (Earnest Money Deposit)		
4.	Copy of Company Incorporation Certificate along with proof of bidder Working in the relevant domain should be enclosed as Annexure EG-1 .		
5.	Undertakings by the Bidder (s) regarding blacklisting should be enclosed as Annexure EG-2 .		
6.	The Bidder should have established at least two Studio set Up in education/Web Studios/ T.V Channel Studio/ Virtual Class Rooms Studio in any of the IITs, NITs and other similar institutes of repute during last three years. The proofs be enclosed as Annexure ET-2 .		
7.	Copies of valid GST and PAN number allotted by the respective authorities been closed as Annexure ET-4 .		
8.	The Bidder(s) should have an aggregated turnover of more than ₹ 01Crore during last three audited financial years. Relevant proofs be enclosed as Annexure EC-1 .		
9.	The Bidder(s) as well as the OEM (s) should not be involved in any Bankruptcy filing or for protection from it. Undertakings from the Bidder(s) As well as the OEM(s) be enclosed as Annexure EC-2 .		

10.	Please enclose duly certified and signed statement by the authorized CA as Annexure EC-3 indicating that the firm is having positive net worth.		
11.	Bidder's individual response and compliances to Technical specifications Mentioned in the Tender		
12.	Deviations from the detailed technical specifications and T&C's		
13.	Bill of Material (BoM) for Hardware		
14.	Relevant Data Sheets of all the Hardware/Software quoted by the bidder		
15.	Any other relevant document or proof as per NCB requirement		

(Signature and Stamp)

Name: _

Designation ____

Section VII: BID FORM

Date:

Tender No.:

IFB No.:

To
The Director,
Centre for Distance and Online Education (CDOE),
Himachal Pradesh University, Summer Hill,
Shimla – 171005 (H.P.)

Subject: Submission of Bid for Supply, Installation, Testing and Commissioning of Web-Based Digital Learning Studio on Turnkey Basis

Dear Sir,

Having examined the Bidding Documents including Agenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____

(Description of Goods and Services) _____

in conformity with the said bidding documents for the sum of _____

(Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods and complete associated services in accordance with the delivery schedule specified in the **Schedule of Requirements**.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5 percent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the **Bid Validity Period** specified in Clause 16.1 of the Bid Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or Gratuities (if any)

Amount (INR) Name and Address of Agent Purpose of Commission or Gratuity

(if none, state "None")

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely the **"Prevention of Corruption Act, 1988."**

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or corrupt practices.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this day of 20....

(Signature):

(Name & Designation):

(In the capacity of):

Duly authorized to sign the bid for and on behalf of:

[Insert Name of Firm/Bidder with Seal]

Profile of the Bidder

S.No.		Detail
1.	Name of the Bidder/Firm	
2.	Address of the Bidder/Firm	
3.	Type of Organization (Govt./PSU/Private/MSME etc.)	
4.	Name of the Authorized Signatory	
5.	Contact No. of the Authorized Signatory	
6.	E-mail address of the authorized Signatory	
7.	Date of Incorporation of Firm	
8.	Sales Tax/Commercial Tax/CST Nos./Service Tax No.	
9.	PAN No.	
10.	Yearly Turnover of the Firm during Last 3 financial years.	2022-2023: _____ 2023-2024: _____ 2024-2025: _____

(Signature and Stamp)

Name: _____

Designation _____

Detail about the Tender/Bidding Document Fee and

Bid Security (Earnest Money Deposit)

Bidding Document Fee of Rs. 2000/- (non-refundable)	
Value	
Mode of Payment	
Demand Draft Number with Date	
Name and Branch of the Bank	

Bid Security (Earnest Money Deposit) of Rs. 1,10,000/-	
Value	
Mode of Payment	
Demand Draft Number with Date	
Name and Branch of the Bank	

(Signature and Stamp)

Name: _____

Designation _____

DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS AND T&C'S

Following are the Deviations and Variations from the detailed technical specifications and terms & conditions given in this Bid Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the goods and services shall be provided as per the specifications mentioned in the tender Document.

S. No	Clause No	Page No	Statement of Deviations and Variations

(Signature and Stamp)

Name: _____

Designation _____

BILL OF MATERIAL (BoM) FOR HARDWARE

Following is the exhaustive bill of material with makes and part numbers. Further we abide ourselves by the compliances indicated as per the desired specifications.

S.No	Description of Item	Make	Model No. or Part Number, if any	Quantity	Technical Compliance (Yes/No)

(Signature and Stamp)

Name: _____

Designation _____

PRICE SCHEDULE

We hereby quote our commercial offer as given below and fully understand that **quotes submitted in any other format or in any other manner shall not be evaluated by CDOE, Himachal Pradesh University, Shimla, and will be summarily rejected.**

The bidders are advised to quote in Indian Rupees (INR) only.

S.No.	Description of Goods / Equipment as per Specifications and Scope of Work mentioned in the document(a)	Unit (u)	Qty (q)	Base Price in ₹ (p)	Gross Price in ₹ (g)=(p)x(q)	GST + Other Levies, as applicable on (g) in ₹ (t)	Total Price including Taxes in ₹ (g)+(t)
A	STUDIO&PRODUCTIONCONTROLROOM						
1		Nos					
2		Nos					
3		Nos					
4		Nos					
5		Nos					
6		Nos					
7		Nos					
8		Nos					
9		Nos					
10		Nos					
11		Nos					
12		Nos					
13		Nos					
14		Nos					
15		Nos					
16		Nos					
17		Nos					
18		Nos					
19		Nos					
20		Nos					
21		Nos					
22		Nos					
23		Nos					

B	CENTRALISED STORAGE, EDIT & GRAPHIC SUIT (POST PRODUCTION)						
1							
2							
3							
3							
4							
5							
6							
7							
C	ACOUSTICS, SOUND PROOFING & ELECTRICAL WORK OF TECHNICAL AREA						
1							
2							
3							
D	INTEGRATION MATERIAL AND SERVICES						
1	Installation Material						
2	Installation and Training Services						
E	ANY OTHER COMPONENT OR SERVICE REQUIRED TO MAKE THE ENTIRE SYSTEM OPERATIONAL						
1	Please quote for all additional items (point wise) as per the requirement of the Solution proposed by you.						
Grand Total (i.e. Criterion for declaring L1)							

We hereby agree to supply the above goods and services in accordance with the **technical specifications and scope of work** mentioned in the Tender/NCB (Bid Ref. No. **CDOE/HPU/Digital Studio/2025**), for a **total contract value of Rs. _____** (Amount in figures) (Rupees _____ (Amount in words)).

Further, we undertake that the rates offered under this work order shall **remain fixed and unaltered during the entire contract period**, and in the event of any default or delay on the part of the firm, **penalty shall be levied as per the terms and conditions** of the Tender/NCB issued by **CDOE, Himachal Pradesh University, Shimla**.

(Signature and Official Stamp of the Bidder)

Name: _____

Designation: _____

Contact No.: _____

Date: _____

Place: _____

SECTION VIII: BID SECURITY FORM

(To be submitted on the Letterhead of the Bank furnishing the Bid Security Guarantee)

Whereas _____ (hereinafter called "*the Bidder*") has submitted its bid dated _____ (date of submission of bid) for the supply of

(name and/or description of the goods) (hereinafter called "*the Bid*").

KNOW ALL PEOPLE by these presents that **WE**, _____ (name of bank) of

_____ (name of country), having our registered office at _____ (address of bank)

(hereinafter called "*the Bank*"), are bound unto

The Director, Centre for Distance and Online Education (CDOE), Himachal Pradesh University, Shimla – 171005

(hereinafter called "*the Purchaser*") in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____, 20.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (ITB);
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will state that the amount claimed is due to it owing to the occurrence of one or both of the above-stated conditions, specifying the occurred condition(s).

This Guarantee will remain in force up to and including **forty-five (45) days** after the period of the bid validity, and any demand in respect thereof should reach the Bank **not later than the above date**.

[Authorized Signature of the Bank]

Seal of the Bank

Place: _____

Date: _____

SECTION IX: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 2025

Between The Director, Centre for Distance and Online Education (CDOE), Himachal Pradesh University, located at Summer Hill, Shimla – 171005, Himachal Pradesh (hereinafter called "the Purchaser") of the one part

and

**** _____ **, having its registered office at**

**** _____ ** (City and Country of Supplier)**

(hereinafter called "the Supplier") of the other part:

WHEREAS

The Purchaser is desirous that certain Goods and ancillary services viz.,

(Brief Description of Goods and Services) be supplied and has accepted a bid by the Supplier for the supply of those goods and services in the sum of

Rs. _____ (Rupees

_____ only)

(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. Contract Documents:

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Purchaser's Notification of Award.

3. Obligations of the Supplier:

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Obligations of the Purchaser:

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Contract Summary

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE: Rs. _____

DELIVERY SCHEDULE: As per Schedule of Requirements (Section V)

IN WITNESS WHEREOF

The parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

Signed, Sealed and Delivered by the

Purchaser: The Director, CDOE, Himachal Pradesh University

In the presence of: _____

Signed, Sealed and Delivered by the

Supplier: _____

In the presence of: _____

SECTION X: PERFORMANCE SECURITY FORM

To

The Director

Centre for Distance and Online Education (CDOE)
Himachal Pradesh University, Summer Hill, Shimla – 171005
Himachal Pradesh, India

WHEREAS (*Name of Supplier*),

hereinafter called "the Supplier", has undertaken, in pursuance of Contract (Notification of Award) No. _____ dated _____, 20, to supply (**Description of Goods and Services**)

hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

NOW THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of

Rs. _____ (Amount of the Guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without any objection, cavil, or argument, any sum or sums within the limit of **Rs.** _____, as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 20.

Signature and Seal of the Guarantors

(Name of the Bank)

Full Address: _____

Contact No: _____

Date: _____

SECTION XI: PERFORMANCE STATEMENT (Customized for CDOE, HPU)

The bidder shall furnish details of supplies made by them in the last three years to educational institutions, government bodies, or similar projects.

Sl. No.	Purchaser with Address	Purchase Order No. & Date	Description of Goods	Quantity Supplied	Value (INR)	Delivery Date	Performance Status	Remarks
1								
2								
3								

Note: Please enclose copies of supporting documents such as supply orders, completion certificates, and performance acknowledgments.

SECTION XIII: SAMPLE FORM

BANK GUARANTEE FOR ADVANCE PAYMENT

To

The Director,

Centre for Distance and Online Education (CDOE),
Himachal Pradesh University,
Summer Hill, Shimla – 171005, Himachal Pradesh.

Dear Sir/Madam,

In accordance with the provisions of the **Special Conditions of Contract** which amends **Clause 16 of the General Conditions of Contract**, we, **(Insert name and full address of the Supplier)** (hereinafter called "**the Supplier**"),

shall deposit with **Centre for Distance and Online Education (CDOE), Himachal Pradesh University**

(hereinafter called "**the Purchaser**") a **Bank Guarantee** to guarantee the Supplier's proper and faithful performance of its obligations under the said clause of the Contract, in the amount of: **(Insert amount of the guarantee in figures and words)**.

We, **(Insert name of the Bank or Financial Institution)** (hereinafter called "the Bank"), as instructed by the Supplier, **irrevocably and unconditionally** guarantee to pay the Purchaser, **as the primary obligor and not merely as surety**, any sum or sums not exceeding the total amount stated above upon receipt of the Purchaser's **first written demand**.

The demand made by the Purchaser shall be final and binding, and we shall honor such demand **without raising any objection or requiring the Purchaser to substantiate its demand**, provided that the demand specifies the amount claimed and confirms that the Supplier is in default under the terms of the Contract.

We further agree that **no change or addition** to or other **modification of the terms of the Contract** to be performed there under or of any of the Contract documents, which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee. We hereby **waive notice** of any such change, addition, or modification.

This guarantee shall **remain valid and in full effect** from the date of advance payment received by the Supplier under the Contract until the obligations under the Contract are fulfilled to the satisfaction of the Purchaser.

Yours faithfully,

(Signature and Seal of the Bank/Financial Institution)

Name of Bank/Institution: _____

Address: _____

Date: _____

Note:

- *The amount must be inserted by the issuing bank, representing the actual advance payment to be made under the Contract.*
- *The bank guarantee must be issued by a nationalized or scheduled bank recognized by the Reserve Bank of India.*

Queries and Clarifications

For any questions or clarifications regarding eligibility, the following authority may be contacted:

Director

Centre for Distance and Online Education

Himachal Pradesh University

Summer Hill, Shimla-1710001