### PANJAB UNIVERSITY, CHANDIGARH.

[Website: www.puchd.ac.in]

# TENDER DOCUMENT FOR SETTING UP VIDEO CONFERENCING ROOM/ VIRTUAL CLASS ROOM

TENDER NOTICE No.: VCR/1/2015



LAST DATE FOR SUBMISSION OF TENDER: March 24, 2015 by 3.00 PM

DATE & TIME OF OPENING: March 24, 2015 at 3.30 PM

PRICE Rs. 1000.

# **Important Dates**

S No	Description	Schedule
1	Date of uploading of Tender Document on Panjab University's official website	Tender Documents can be downloaded from the Panjab University's official website <a href="http://tenders.puchd.ac.in/starting 10:00">http://tenders.puchd.ac.in/starting 10:00</a> hrs Saturday, February 28th, 2015. The Tender Document cost needs to be deposited along with the Proposal as directed in this document.
2	Pre bid conference with OEMs	At 10:00 hrs on Thursday, March 5 <sup>th</sup> , 2015 at Computer Centre, CRIKC, Panjab University, Sector 14, Chandigarh. Minutes of this conference shall be uploaded to the Panjab University website thereafter.
4	Last date of submission of Bid	At 15:00 hrs on Tuesday, March 24 <sup>th</sup> , 2015 at Coordinator, CRIKC, Panjab University, Sector 14, Chandigarh.
5	Date of opening of the Technical Bids	At 15:30 hrs on Tuesday, March 24 <sup>th</sup> , 2015 at Computer Centre, CRIKC, Panjab University, Sector 14, Chandigarh.
6	Date of opening of the Commercial Bids	To be announced during the opening of Technical Bids.

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# Invitation to Bid

No:
Dated:
REGISTERED POST
To:
Dear Sirs,
The university proposes to Setting up Video Conferencing Room/ Virtual Class Room. The Panjak University is looking for vendors who have experience in supplying and installation of above type or hardware from high quality manufacturers like Cisco, Polycom, Lifesize or any other OEM who offers product of similar quality.
Bidders are advised to study the Tender Document carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Tender Document with ful understanding of its implications.
Sealed offers prepared in accordance with the procedures enumerated in "INSTRUCTIONS TO BIDDERS" should be submitted to the Coordinator, CRIKC, Panjab University, Chandigarh not late than the date and time laid down. The bids shall be opened in the presence of those Bidders who may wish to be present as per the "Schedule of Tender".
The Panjab University shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.
This Request for Proposal Document is not transferable; however OEMs are free to quote through their authorized distributors or system integrators.
Yours Faithfully,
Coordinator,
CRIKC
Panjab University

# Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

#### 2.1 COST OF THE Tender DOCUMENT

The Bidder shall deposit Rs. 1,000/- (Rupees Ten Thousand Only) being the cost of the Tender Document.

It can be done by way of a Demand Draft of Rs. 1,000 favouring The Registrar, Panjab University, Chandigarh.

The bidder can also send the Demand Draft of Rs. 1,100 favouring The Registrar, Panjab University, Chandigarh by post so as to receive the Tender Document by post.

Payments made through any other mode will not be accepted.

It is an absolute must that the cost of Request for Proposal Document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

#### 2.2 SCHEDULE OF REQUEST FOR PROPOSAL

- 2.2.1 Tender Documents can be downloaded from the University website <a href="http://tenders.puchd.ac.in">http://tenders.puchd.ac.in</a> starting 10:00 on Friday, February 28th, 2015. The Tender Document cost needs to be paid along with the bid.
- 2.2.2 A pre bid conference with the prospective OEMs/ Bidders is scheduled to be held at 10:00 on Thursday, March 05<sup>th</sup>, 2015 at Computer Centre Panjab University Chandigarh. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage related with the detailed technical specifications. Upto a maximum of 2 (two) representatives of each prospective OEM/ Bidder will be permitted to attend it.

The address for the above activity (2.2.2) is:

CRIKC, Panjab University Sector-14 Chandigarh

- 2.2.3 The sealed bids will be accepted till 15:00 hrs on Tuesday, March 24<sup>th</sup>, 2015. Panjab University may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the University.
- 2.2.4 The Technical Bids will be opened at 15:30 hrs on Tuesday, March 24<sup>th</sup>, 2015. The Bidder(s) or their authorized representatives may be present if they so desire.
- 2.2.5 The Commercial Bids of only technically qualified Bidder(s) will be opened at a date announced by the Panjab University on its website. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for the above activities (2.2.3, 2.2.4, 2.2.5) is:

CRIKC, Panjab University Sector-14 Chandigarh 2.2.6 The address for all the correspondences pertaining to this Tender is:

Coordinator, CRIKC, Panjab University, Chandigarh- 160014 EMAIL: <a href="mailto:crikc@pu.ac.in">crikc@pu.ac.in</a>

#### 2.3 PROCEDURE FOR SUBMISSION OF BIDS

- 2.3.1 It is proposed to have a three cover system for this Request for Proposal.
  - i. Covering Letter and Cost of Request for Proposal Document.
  - ii. Technical Proposal.
  - iii. Commercial Bid and Earnest Money Deposit.

Please note that Rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Covering Letter and Cost of Tender Document, Technical Bid and Commercial Bid and Earnest Money Deposit prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words "PROPOSAL for SETTING UP VIDEO CONFERENCING ROOM/VIRTUAL CLASS ROOM (VCR/1/2015), due at 15:00 hrs on Tuesday, March 24<sup>th</sup>, 2015, NOT TO BE OPENED BEFORE TIME".

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initialled by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Covering Letter neatly typed on the letterhead of the Bidder, duly signed by the authorized signatory in the proforma given in Section 5.1 and the cost of Tender Document, and kept in a sealed cover super-scribed "COVERING LETTER & COST OF TENDER DOCUMENT" as detailed in Section 2.3.2 below.
- ii. Technical Bid, as directed below in Section 2.3.3 and kept in a sealed cover super-scribed "TECHNICAL PROPOSAL".
- iii. Commercial Bid, as directed below in Section 2.3.4 and kept in a sealed cover super-scribed "COMMERCIAL BID& EARNEST MONEY DEPOSIT".

#### 2.3.2 Covering Letter & Cost of Tender Document:

- Bid Covering Letter as per the proforma given in Section 5.1 neatly typed and duly signed by the authorized signatory on the Bidder's letter head.
- ii. The Tender Document Cost of `1,000/- (Rupees One Thousand only) as required in Section 2.1 ante should be kept in this envelope by way of
  - a. A Demand Draft in favour of The Registrar, Panjab University, Chandigarh

#### 2.3.3 Technical Proposal:

i. The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.

- ii. Technical Bid as given in Section 5.2, neatly typed on the letter head of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc as directed. The bids shall inter alia include detailed technical specifications of all the equipment/ components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence the bids may not be evaluated.
- iii. Deviations from the Detailed Specifications as specified in the Bidding Document as given in Section 5.3.
- iv. Deviations from the Terms and Conditions as specified in the Bidding Document as given in Section 5.4
- v. Manufacturer's Authorization Certificate in specific reference to this Tender as given in Section 5.5.
- vi. Exact Bill of Material in the format given in Section 5.6. The University reserves its right to cross verify whether the offered components meet the desired specifications.
- vii. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the University.

#### 2.3.4 Commercial Bid & Earnest Money Deposit:

- i. Commercial bid proposal for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in and signed by the authorized signatory in Prescribed Quotation Proforma given in Section 5.7.
- ii. The details of Rate Schedule for all the goods and services. The rates shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. In case the consolidated rates quoted in the Prescribed Quotation Proforma as given in Section 5.7 differ from the rate schedule; later shall prevail.
- iii. Earnest Money Rs. 50,000/- should be submitted along with the Tender by way of a Demand Draft in favour of The Registrar, Panjab University, Chandigarh;
- iv. Unsuccessful Bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the University.
- v. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- vi. The bid security may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity;

Or

b. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;

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c. in case of the successful Bidder, if the Bidder fails to sign the agreement or to furnish performance guarantee.

#### 2.4 COSTS INCURRED WITH BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the University and the University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

#### 2.5 CLARIFICATION OF TENDER DOCUMENT

- 2.5.1 The prospective OEMs/ Bidders who may like to attend a pre-bid meeting to be held on Friday, March 05<sup>th</sup>, 2015 at 10:00. Upto a maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend the pre-bid meeting. All the clarifications / modifications requested by the shortlisted OEM(s) should necessarily be submitted in writing latest by 17:00, March 05<sup>th</sup>, 2015.
- 2.5.2 The purpose of these meetings is to clarify issues and to answer questions on any relevant matter that may be raised upto that stage.
- 2.5.3 Outcomes of these meetings shall be published on the website of the University, allowing at least 7 days' time prior to the last date for receipt of bids. Any modification of the Tender Document, which may become necessary as a result of the Pre-bid Meeting, shall be made by the University explicitly through revised Tender Document and shall be binding on all the Bidders irrespective of whether they attended the meeting or not.
- 2.5.4 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

#### 2.6 AMENDMENT IN REQUEST FOR PROPOSAL DOCUMENT

- 2.6.1 At any time upto the last date of receipt of Bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- 2.6.2 The amendment will be notified in writing or by email or fax to all prospective Bidders who have received the Tender Document and the same will be binding on them. It will also be uploaded to the University's website.
- 2.6.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the University may, at its discretion, extend the last date for the receipt of Bids.

#### 2.7 LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the University, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### 2.8 BID CURRENCY

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES. For the purposes of evaluation of bids, the exchange rate as advertised by the Reserve bank of India on the day of opening of commercial bids shall apply.

#### 2.9 VALIDITY

Bids shall remain valid for 180 days from the last date of submission. The Bidder(s) may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the University in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the Bidder to revise/modify the bid. The decision of the University in this regard will be final, conclusive and binding on the Bidder.

#### 2.10 MODIFICATIONS & WITHDRAWAL

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Registrar of the University to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

# Terms & Conditions of the Tender

This Tender is open to all firms / Companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfil the minimum qualification Criteria as hereinafter laid down.

In addition to the above general requirements the Bidders must comply with additional qualifications as laid hereinafter.

#### 3.1 GENERAL ELIGIBILITY CRITERIA

- 3.1.1 The Bidder should be a registered company in India under Companies Act 1956 and should have been in operation for at least Five years as on date of Tender.
  - Copy of the Certificate of Incorporation should be enclosed.
- 3.1.2 The Bidder/ Original Equipment Manufacturer (OEM) should have Service and Support Centres for the maintenance of the Items quoted by them in North India.
  - In case of OEM service and Support Centre, copies of the land-line telephone bills or rent agreement dated before December 31<sup>st</sup>, 2014 should be enclosed.
  - In case of Authorized Service and Support Centre, the Bidder should submit a copy of the agreement entered between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the OEM and the agreement should be valid as on December 31<sup>st</sup>, 2014.
- 3.1.3 The Bidder should not have been blacklisted/ debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the University.

  Undertakings from the Bidder or the OEM in this regard should be enclosed.

#### 3.2 TECHNICAL ELIGIBILITY CRITERIA

- 3.2.1 The Bidder(s) must either be OEMs or their authorized business partners of repute as evidenced by copies of relevant certificates or their consortia. In case of consortia all the eligibility clauses shall be met by any combination of the consortium partners.
  - Manufacturer Authorization Certificate from OEM in Case of Channel Partner/ Distributor as per the Format given in Section 5.5 should be enclosed.
- 3.2.2 The Bidder should have the capability to execute the work with respect to personnel and establishment facilities and should have successfully executed at least two works of similar value either of Video Conferencing Systems/ Virtual Class Rooms.
  - Letters of Appreciation should be enclosed.
- 3.2.3 The OEM as well as the Bidder should be ISO 9000 certified or of equivalent Standard having current validity.
  - $\ensuremath{\mathsf{ISO}}\xspace$  9000 or equivalent certificates of both the Bidder as well as OEM should be enclosed.
- 3.2.4 The Bidder(s) must be have valid VAT/ LST/ CST, Service Tax Registration and PAN number allotted by the respective authorities.
  - Copies of all the relevant certificates should be enclosed.

#### 3.3 COMMERCIAL ELIGIBILITY CRITERIA

3.3.1 Bidder should have a turnover of Rs. 5 Crores in the last successive three Audited Financial years cumulatively.

Copies of the Audited Balance sheets and Profit and Loss account for last 3 Financial years should be enclosed.

3.3.2 The Bidder as well as the OEM should not be involved in any Bankruptcy filing or for protection from it

Undertakings from the Bidder as well as the OEM in this regard should be enclosed. Otherwise, if they are so involved they must furnish a bank guarantee valid for three years of an amount equal to the total value of their bid along with their Commercial Bid and should mention that they have done so in their Technical Bid.

#### 3.4 GENERAL CONDITIONS

- 3.4.1 Minimum validity of the Proposal must be 180 days from the date of its opening.
- 3.4.2 The University reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- 3.4.3 The University reserves its absolute right to seek any clarifications from the respective Bidder(s).
- 3.4.4 The University will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- 3.4.5 The products/ services offered should strictly conform to the specifications given in the product literature. The models proposed/ marked for withdrawal from the market or models under quality testing should not be offered.
- 3.4.6 Equipment offered should be capable of being fully integrated with the existing network of the University immediately on installation.
- 3.4.7 The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the University shall be final, conclusive and binding on the Bidder(s).
- 3.4.8 It is implicit that the Bidder has guaranteed that all the equipment supplied are original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the University.
- 3.4.9 University can provide custom duty exemption certificate.
- 3.4.10 Rates for AMC for another two years shall also be quoted with Advance Replacement NBD (next business day) with 24 X 7 support.

#### 3.5 PURCHASER'S RIGHT TO REJECT ANY/ALL BIDS

- 3.5.1 The University reserves the right to accept or reject any bid partially or fully or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The University is under no obligation to inform the affected Bidder(s) of the ground for its action.
- 3.5.2 The University reserves the right to accept or reject any technology proposed by the Bidder(s).
- 3.5.3 The University reserves the right to re-issue the Tender or any part thereof without assigning any reason whatsoever, at the sole discretion of the University.
- 3.5.4 The University reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The University also reserves the right to delete one or more items from the list of items specified in offer.
- 3.5.5 Any decision of the University in this regard shall be final, conclusive and binding on the Bidder(s).

#### 3.6 BID REJECTION CRITERIA

The bid(s) will be rejected in case of any one or more of the following conditions:

- 3.6.1 Bids which are not substantially responsive to the Tender Document.
- 3.6.2 Bids not made in compliance with the procedure mentioned in this Tender Document or not substantively responsive.
- 3.6.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the University, including any supporting document.
- 3.6.4 Incomplete or conditional bids or bids that do not fulfil all or any of the conditions as specified in this document.
- 3.6.5 Bids without earnest money deposit.
- 3.6.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- 3.6.7 Material inconsistencies in the information submitted.
- 3.6.8 Misrepresentations in the bid proposal or any supporting documentation.
- 3.6.9 Bid proposal received after the last date and time specified in this document.
- 3.6.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 3.6.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.

#### 3.7 BID EVALUATION PROCESS

- 3.7.1 The Bidder must meet all the eligibility criteria mentioned in Section 3.1, 3.2 and 3.3.
- 3.7.2 The Technical Bids of all the Bidders who meet the eligibility criteria shall be evaluated further for compliance of specifications and other such parameters as may be needed. The decision of the University in this matter shall be final conclusive and binding.
- 3.7.3 The Commercial Bids of all the technically qualified Bidders shall be subjected to financial comparison.

#### 3.8 RESPONSIBILITIES OF THE BIDDER(S)

- 3.8.1 The Bidder(s) shall supply, the equipment as FoR destination i.e., CRIKC, Panjab University, Sector 14, Chandigarh and the rates must include all the charges eg packing, forwarding, insurance, freight, commissioning, demonstration etc if any. Packing list must be put in all the packages.
- 3.8.2 They shall be required to erect, install, configure and commission the Video Conferencing Room/ Virtual Class Room and shall furnish necessary certifications.
- 3.8.3 The Bidder(s) shall maintain the infrastructure provided by the University for the Implementation and operation of the project and allied services.

#### 3.9 RESPONSIBILITIES OF THE UNIVERSITY

- 3.9.1 The University shall provide space to install the network, equipment and components etc. On day to day basis the officials of the University shall help the engineers deputed by the Bidder for the job in their capacity.
- 3.9.2 The University will provide only Custom Duty Exemption Certificate and other relevant certificates. However, the Bidder has to do the custom clearance at his own.

#### 3.10 SCHEDULE OF PAYMENT

- 3.10.1 No payment will be made in advance for any supplies under this invitation for bid.
- 3.10.2 100% payment will be done after successful supply, installation and testing of the equipment and after furnishing the Performance Security of amount equal to 3% of the total cost.

#### 3.11 TIME SCHEDULE

The equipment should be delivered within Six weeks from the date of placing the supply order and the University's decision in this regard will be final and binding. The supply shall actually be deemed to have been complete on the actual date of installation/ implementation and successful demonstration to the duly constituted committee of the University.

The detailed schedule will be specified by the University at the time of placing supply / work orders after due consultation with the successful Bidder(s).

#### 3.12 EARNEST MONEY

- 3.12.1 Earnest Money of Rs. 50,000/- should be submitted along with the Proposal in the form of Demand Draft payable to The Registrar, Panjab University, Sector 14, Chandigarh.
- 3.12.2 Proposals without Earnest Money shall be summarily rejected.
- 3.12.3 The successful Bidder(s) will be required to meet the schedule of supply and installation of the equipment given by the University, failing which the University reserves the right to forfeit the full or part of the said deposit, as the case may be.
- 3.12.4 If the Bidder delays the supply and installation of the equipment deliberately and unnecessarily, their Purchase order will be cancelled, Firm will be black listed and Earnest Money shall be forfeited. In such a case decision of the University will be final and binding.

#### **3.13 RATES**

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid upto the date of completion of the job by the Bidder(s) and shall not be subject to any upward modification whatsoever.

#### 3.14 WARRANTY

All the goods and services quoted in response to this Request for Proposal shall have an onsite warranty for at least 3 years from the date of commissioning.

#### 3.15 PENALTIES

In case of delay in execution of works or delivery of goods & services penalties at the following rates shall be imposed on the total amount (as per relevant rate schedule) of delayed goods/services:

2% for delay of the first two months

3% per month for subsequent delays

Maximum delay of six months is tolerable, beyond which the order may be cancelled.

The decision of the University in this regard shall be final, conclusive and binding.

#### 3.16 TAXES AND DUTIES

The Bidder shall be solely responsible for the payment of all taxes including VAT, duties, license fees, octroi etc. incurred until completion of the project.

No claim on account of payment of octroi etc. within the limits of the Municipal Corporation, Chandigarh shall be accepted.

#### 3.17 PERFORMANCE GUARANTEE

The successful Bidder(s) shall furnish a security in the form of bank guarantee @ 3% of the total value of the order to the Bidder, valid till the warranty period of the equipment, which shall be discharged thereafter.

#### 3.18 INSURANCE

The University will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. The insurance shall be purchased by the Bidder, naming the University as the beneficiary, in an amount equal to the exact value of the Goods up to the installation at site on all risks basis, including war Risks and strike clauses etc.

#### 3.19 INDEMNITY

- 3.19.1 The Bidder(s) shall indemnify the University against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.
- 3.19.2 The Bidder(s) shall, at their own expense, defend and indemnify the University against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 3.19.3 The Bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the University is required to pay compensation to a third party resulting from such infringement, the Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.
- 3.19.4 The University will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

#### 3.20 CONFIDENTIALITY

- 3.20.1 The Bidder shall not, and without the University'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 University in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 3.20.2 The Bidder shall not without the University's prior written consent, make use of any document or information.
- 3.20.3 Any document other than the contract itself shall remain the property of the University and shall be returned (in all copies) to the University on completion of the Bidder's performance under the contract if so required by the University.

#### 3.21 CONFLICT OF INTEREST

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with Panjab University, Sector 14, Chandigarh needs to be meticulously ensured. Additionally, they shall proactively disclose and address any and all potential elements, which would adversely impact their ability to complete the requirements as given in the Tender.

#### 3.22 TRAININGS

The Bidder shall be responsible for training the University personnel in the areas of implementation, operations, management, error handling, troubleshooting, system administration and any other related areas. This training can be arranged at the premises of the Bidder or at the University. The final training schedule shall be decided according to a mutually agreed time table before the work order is finally placed.

#### 3.23 FORCE MAJEURE DURING THE PENDENCY

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/ delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

#### 3.24 OTHER CONDITIONS

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their proposal on mutually agreed rates on similar terms and conditions during the pendency of the agreement/contract.

#### 3.25 ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by The Registrar, Panjab University, Sector 14, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/ re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.

#### 3.26 APPLICABLE LAWS & JURISDICTION OF COURTS

In all matters and disputes arising hereunder, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts having jurisdiction in Chandigarh.

# **Detailed Specifications & Deliverables**

S. No	Equipment	Preferred Model No./ Make *	Features	Qty
4.1	Video Conferencing Multicalling Unit	Polycom/ Cisco/ Lifesize	Video Conferencing Multicalling Hardware based Solution for connecting upto 10 End points at Standard Definition Resolution or 5 End Points at HD 720p Resolution at the same time upgradable to Minimum 25 Sites connectivity at 720p30 resolution in future without any Hardware Change. Should support two different non routable networks from day 1, redundant Power Supply. Facility to make different conferencing groups.  Should support International standards H.323, H.261, H.263, H.264 and SIP compliant.	1
4.2	Video Conferencing Equipment	Polycom/ Cisco/ Lifesize	720p Video Conferencing Hardware Equipment with 10 X Zoom PTZ Camera with 3 x HD Inputs to connect multiple cameras 1 x VGA/DVI Input for presentation sharing. 2 x HDMI/DVI 1x HDMI/ DVI/ Composite Outputs H.323 up to 6 Mbps, Video Standards and Protocols H.261, H.263, H.264, 2 x 10/100/1G Ethernet Switch, Automatic gain control, Automatic noise suppression. Upgradable in future to 1+7 MS, Equipment Should be upgradable to Full HD 1080p Resolution equipment in future without any changes in Hardware.	1
4.3	Additional Camera for Classroom type setup of Same OEM as of VC Equipment	Polycom/ Cisco/ Lifesize	Additional 10x Zoom PTZ Camera for VC Equipment	1
4.4	Camera Extension Setup of Same OEM as of VC Equipment	Polycom/ Cisco/ Lifesize	Camera Extension Setup over LAN Cable for placing additional camera at long distance away from codec, Equipment should be of same make as of VC & Camera to Avoid any connectivity issues along with required cables and connectors.	1
4.5	LED Displays	Sony/ Panasonic/ Sharp / NEC	65" Professional LED Display with HDMI, VGA, DVID Inputs to be connected along with VC for Displaying Far End / Near End or content of VC	2
4.6	Multi Touch LED to be used as White Board whenever required or for interactive lectures or Interactive PPT Sharing over VC	Sony/ Panasonic/ Sharp / NEC	Minimum 50" or more Multitouch Professional LED Display with Original OEM Company touch, Finger Touch Provision, Multitouch Provision, Wireless Connectivity Provision with Notebooks, Tablets & Smartphones, Should have provision to be used as whiteboard without connecting any PC, Interactive Features, Easy Saving Facility in Pen Drive, Upto 16 Laptops Wireless Connectivity at a time, Built in Speakers, HDMI inputs, DVID input, VGA input, USB inputs, VGA output for connecting with VC/Large Display whenever required, Brightness 350cd/m2 or better, Contrast 4000:1 or better, resolution	1

			Minimum Full HD	
4.7	Document Camera for sharing Dcouments/ Book Content/3D items over VC	Samsung. Canon, Panasonic	1/3" Progressive Scan CMOS Image Sensor Document Camera/ Visualizer with Resolution H: 700TV lines / V: 700TV lines, Frame Rate SXGA or better, minimum 6x Optical zoom & 8x Digital zoom with VGA output, DVI output, USB port Approved Makes: Samsung, Canon, Panasonic	1
4.8	Audio System	Sonodyne/ Yamaha/ JBL/ Tannoy/ Bose	Audio System with Four x 2 way 60w wall Mount Speakers with 5" Woofer & Powerful HF, along with one Four channel compatible Amplifier with higher rating	1
4.9	Digital Signal Processor with Automatic Echo Cancellation	Extron/ Biamp/ Clearone	Multichannel DSP With AEC & fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, Acoustic Echo Cancellation (AEC) technology. USB Audio feature is Must so that Mics can be integrated both with Hardware VC Codec & Software Video Conferencing Equipment in future	
4.10	Wireless Handheld MIC	Beyerdynamic/ Shure/ Sennheiser	High Quality Wireless Handheld High Sensitivity Mics with upto 16 Selectable Channels to prevent interference	2
4.11	Wireless Collar MIC	Beyerdynamic/ Shure/ Sennheiser	High Quality Wireless Lapel/ Collar High Sensitivity Mics with upto 16 Selectable Channels to prevent interference	1
4.12	Gooseneck / Podium Mic	Beyerdynamic/ Shure/ Sennheiser	Gooseneck / Podium Mic with Mount for mounting on Podium	
4.13	Matrix Switcher & Scalar	Extron/ Crestron/ AMX	Multi-input 2 x VGA, 2 x HDMI inputs Multi-output 2 x HDMI outputs Matrix Switcher & scalar for complete integration of VC & Displays	1
4.14	Face Plate	Extron/ Crestron/ AMX	Wall plate with HDMI, VGA and Audio Inputs.	
4.15	Splitter	Extron/ Crestron/ AMX	4 Input to 4 Output HDMI splitter.	
4.16	Control System	Extron/ Crestron/ AMX	Control System for controlling Audio System, Video Conferencing Cameras & Matrix Switcher and Scalar, Displays with 3 x RS 232 ports, 8 x IR ports and 8 x relay ports.	1
4.17	Touch Panel	Apple/ Extron/ Crestron/ AMX	9 Inches (diagonal) or more LED backlit multi-touch panel. Resolution: 2048x1536 and 16 GB memory including Software for control system.	
4.18	Wireless Router and Docking station	D-Link/ Lauch port/ Apple/ Cisco	Docking station which allows 360 degree rotation of touch panel maintaining total functionality while charging and Industrial Designed sleeve for touch panel and wireless router.	1
4.19	Equipment Rack	Valrack / AW President	24-U Rack for Placing All Equipment.	1
4.20	High Quality Cables and Connectors	Kramer/ Extron	VGA/ HDMI/ Speaker/ Mic/ Control Cables along with connectors	Lot
4.21	Installation & commi	ssioning of all Equipme	nts including Programming wherever required	Lot

# **Bid Proposal Proformae**

#### 5.1 BID COVERING LETTER

To:

The Coordinator, CRIKC, Panjab University, Sector 14, Chandigarh-160014

Dear Sir,

Setting up Video Conferencing Room/ Virtual Class Room.

#### 1 Terms & Conditions

- 1.1 I/ We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Tender do hereby propose to provide goods and services as specified in the bidding document.
- 1.2 I/ We, the undersigned Bidder(s) having submitted the qualifying data as required in your Tender, do hereby bind ourselves to the conditions of your Tender. In case any further information/ documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

#### 2 Rates & Validity

- 2.1 All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 180 days from the date of opening of the bid.
- 2.2 I/ We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/ we shall pay the same.

#### 3 Deviations

I/ We declare that all the goods and services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the Tender Document except the deviation as mentioned in the Technical Deviation Proforma. Further, I/ We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation proforma, shall not be given effect to.

#### 4 Bid Pricing

I/ We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

#### 5 Earnest Money

I/We have enclosed the earnest money as required under Section 3.12 of the Tender Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

	Value				
	Demand Draft Number with Date				
	Name and Branch of the Bank				
	Performance Guarantee				
	I/ We shall submit a Bank Guarantee as required unde	r Section 3.17	of the Tender	r Document.	
	Declaration				
	I/ We hereby declare that my/ our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/ our knowledge and believed and nothing has been concealed therefrom.				
	Thanking you,				
	Yours faithfully,				
	(Signatures)				
	Date:				
	Place:				
	Name:				
	Designation:				

Seal

### 5.2 PROFORMA TECHNICAL BID

S No	Description
1.	Bidder's Proposal Reference No & Date
2.	Bidder's Name and Address
3.	Contact Person Designation Telephone Number Fax Number e-mail Address
4.	Please attach a copy of company incorporation certificate.
5.	Please attach list of your offices in India with addresses thereof: a. Offices b. Spare Part Depots c. Service Centres d. Development Centres
6.	Please provide details if you have been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. If no, please enclose an undertaking in this matter.
7.	<ul> <li>a. If the Bidder is not OEM, Please enclose due authorization certificate from OEM? (if applicable)</li> <li>b. Please enclose a list of similar installations done by you along with their value. Please attach relevant experience certificates also.</li> <li>c. Please enclose copies of ISO 9000 certificates in case of the Bidder as well as the OEM.</li> <li>d. Please enclose copies of valid VAT / LST / CST / Service Tax Registration certificates and Copy of PAN Card.</li> <li>e. Please attach copies of audited Balance Sheets and P/L Accounts for last three financial years.</li> <li>f. Is the Bidder or the OEM involved in any Bankruptcy filing for protection from it? If not, please enclose undertakings from the Bidder as well as OEM in this matter.</li> </ul>
8.	Please attach printed or typed specification/ feature sheets of all the equipment / components / software quoted by You.

Signatures)		
Date:		
Place:		
Name:		
Designation:		
Seal		

#### 5.3 DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS

Following are the Deviations and Variations from the detailed specifications given in this Tender 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

(Signatures)		
Date:		
Place:		
Name:		
Designation:		
Seal		

#### 5.4 DEVIATIONS FROM THE TERMS AND CONDITIONS

Following are the Deviations and Variations from the terms and conditions of this Tender Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the terms and conditions are acceptable to us.

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)		
Date:		
Place:		
Name:		
Designation:		
Seal		

### 5.5 PRFORMA MANUFACTURER'S / DEVELOPER'S AUTHORIZATION

ker. No	Date:
То:	
The Coordinator, CRIKC, Panjab University, Sector-14, Chandigarh-160014.	
Dear Sir,	
Tender No. VCR/1/2015 Dated February 28 Class Room.	8th, 2015, for Setting up Video Conferencing Room/ Virtual
Developers of	who are established and reputed Manufacturers / having Factory / Development Centre at do hereby authorize M/s
the contract with you for the goods Man Tender No VCR/1/2015. We hereby exten	[Name and Address of Vendor] to submit a bid and sign nufactured / Products developed by us against the above ad our full Guarantee and Warranty as per the clauses of ons of the Tender for the goods and services offered for
Yours faithfully	
Name of the Manufacturer / Developer	
Authorized Signatory	
Note: This letter of authority should be on the letter of authority should be only authority should be only authority should be only authority should be only authority should be also an authority should be an authority should be also an authority shoul	atterhead of the manufacturer and should be signed by a

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

### 5.6 BILL OF MATERIAL CUM COMPLIANCE SHEET

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	Make	Part Number if any	Quantity	Compliance (Yes/No)

(Signatures)		
Date:		
Place:		
Name:		
Designation:		
Seal		

### 5.7 PROFORMA COMMERCIAL BID

5.7.1 We hereby quote our commercial offer as given below:

ITEM	Price	Price including Taxes

5.7.2	The Details of Earnest Money Deposit (If requi	red):
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Value	`50,000/-
	(Rs Fifty Thousand only)
Demand Draft Number with Date	
Name and Branch of the Bank	

(Signatures)	
Date:	
Place:	
Name:	
Designation:	Seal