

H.P. TAKNIKI SHIKSHA BOARD, DHARAMSHALA-176057

SHORT TENDER NOTICE

Himachal Pradesh Takniki Shiksha Board invites bids from eligible bidders/Reputed Firms/Govt. Agencies for the following work:

| Sr. No. | Name of work | Last date for receiving the tender in the Board Office | Date & time of opening | |
|---------|---|--|-------------------------|-------------------------|
| | | | Technical Bid | Financial Bid |
| 1 | Supply and installation of Video Conferencing Equipments. | 03.10.2022 upto 1:00 P.M. | 03.10.2022 at 3:00 P.M. | 03.10.2022 at 4:00 P.M. |

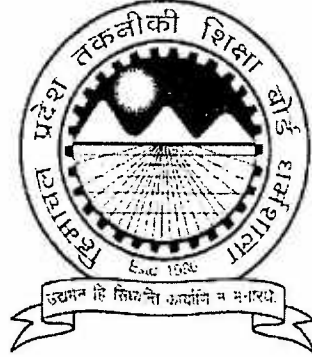
Technical Specifications of the Video Conferencing Equipments alongwith detail terms and conditions of tender are specified in the tender document which is available on office website "www.hpotechboard.com".

Tender document can be obtained from Office of undersigned on cash payment of Rs. 500/- (on Counter) and Rs. 550/- by post on any working day up to 03.10.2022. The tender document can also be downloaded from the Board website: "www.hpotechboard.com" without cost. Tender received after due date, time and without Earnest Money will be summarily rejected.


SECRETARY

Serial No.....

H.P. TAKNIKI SHIKSHA BOARD, DHARAMSHALA-176057



TENDER DOCUMENT

(Tender for supply and installation of Video Conferencing Equipments for H.P.
Takniki Shiksha Board, Dharamshala)

Cost of Tender Document: Rs. 500/- (By Cash)
Rs. 550/- (By Post)

No cost for downloaded Tender

Last date for the submission of tender document: 03.10.2022 up to: 1.00PM.

Date of Opening the Tender: 03.10.2022

- (i) Technical Bid at 03.00 PM
- (ii) Financial Bid at 04.00 PM

HP TAKNIKI SHIKSHA BOARD, DHARAMSHALA -176057

OPEN TENDER DOCUMENT

The H.P. Takniki Shiksha Board, Dharamshala invites bids from eligible bidders for supply and installation of Video Conferencing Equipments for H.P. Takniki Shiksha Board, Dharamshala. The bid shall consist of 2 components:-

- (a) **Technical Bid, and**
- (b) **Financial Bid**

The complete tender in all respect must be submitted in the Board Office on or before 03.10.2022 up to 1.00 PM which will be opened on the same day Technical Bid at 3.00 PM and Financial Bid at 4.00 PM.

Schedule of Items

Bidder has to quote for all components from Sr. No. 1 to 6 as mentioned under:-

1) Video Conferencing (VC)

| All-in-One USB Video Bar for Huddle Room that works with any standard software based VC client | | |
|---|----------------------------------|---|
| S.No. | Description | Specification Parameter |
| 1 | Package | It should be All-In-One Video Bar (with Integrated Microphones, Speakers, 4K Camera with Privacy Cover/Shutter) and Wireless Remote Control |
| 2 | Supported Audio & Video Standard | It should support UAC 1.0 Audio, UVC 1.1/1.5 Video & HID 1.1 |
| 3 | Supported Operating System | It should support at least Windows 8.1, 10 |
| 4 | Camera | Integrated UHD 2160p (4K) capture resolution |
| | | 120-degree FOV and UHD 2160p (4K) capture resolution |
| | | 5x zoom / EPTZ |
| | | Group Framing and Automatic Speaker Tracking |
| 5 | Microphone | Inbuilt 6 Microphones to capture stereo sound |
| | | Up to 3.7 m/12 ft stereo microphone pickup range |
| 6 | Speaker | Inbuilt Stereo Speaker |
| | | 100 Hz - 20 KHz frequency response |
| 7 | Other Interfaces | 1 x USB 3.0 |
| | | Bluetooth 4.2 |

| | | |
|---|----------|--|
| 8 | Warranty | The complete solution should be from the same OEM with 1 year warranty from day one. |
|---|----------|--|

2) Display Unit-1

| 65 Inch Smart HD LED Display | | | |
|-------------------------------------|-------------------------|--------------------------|---------------------------------|
| Panel | | | |
| Sr No | Description | Specification Parameter | |
| 1 | Diagonal Size | 65 | |
| 2 | Resolution | 3840x2160(16:9) | |
| 3 | Active Display Area(mm) | 1428.48 (H) x 803.52 (V) | |
| 4 | Haze | Glare | |
| Connectivity | | | |
| Input | | | |
| 1 | Video | HDMI 2.0 (3) | |
| 2 | HDCP | HDCP2.2 | |
| 3 | USB | USB 2.0 x 2 | |
| Output | | | |
| 1 | Audio | Stereo mini Jack | |
| 2 | External Control | RS232C(in/out), RJ45 | |
| 3 | BT/Wi-Fi | Yes | |
| Power | | | |
| 1 | Power Supply | AC 100 - 240 V, 50/60 Hz | |
| Feature | | | |
| 1 | Orientation | Landscape / Portrait | |
| 2 | Remote Control | Yes | |
| 3 | Internal Player | Processor | |
| | | Storage (FDM) | Cortex A72 1.7GHz Quad-Core CPU |
| | | Operating System | 8GB |
| | | Tizen 6.5 | |
| Accessory | | | |
| 1 | Stand | Yes | |
| 2 | Mount | Yes | |

3) Display Unit-2

| 43 Inch Smart HD LED Display | | | |
|-------------------------------------|-------------------------|--------------------------------|---------------------------------|
| Panel | | | |
| Sr No | Description | Specification Parameter | |
| 1 | Diagonal Size | 43 | |
| 2 | Resolution | 3840x2160(16:9) | |
| 3 | Active Display Area(mm) | 941.184 (H) x 529.416 (V) | |
| 4 | Haze | Glare | |
| Connectivity | | | |
| Input | | | |
| 1 | Video | HDMI 2.0 (3) | |
| 2 | HDCP | HDCP2.2 | |
| 3 | USB | USB 2.0 x 2 | |
| Output | | | |
| 1 | Audio | Stereo mini Jack | |
| 2 | External Control | RS232C(in/out), RJ45 | |
| 3 | BT/Wi-Fi | Yes | |
| Power | | | |
| 1 | Power Supply | AC 100 - 240 V, 50/60 Hz | |
| Feature | | | |
| 1 | Orientation | Landscape / Portrait | |
| 2 | Remote Control | Yes | |
| 3 | Internal Player | Processor | Cortex A72 1.7GHz Quad-Core CPU |
| | | Storage (FDM) | 8GB |
| | | Operating System | Tizen 6.5 |
| Accessory | | | |
| 1 | Stand | Yes | |
| 2 | Mount | Yes | |

4) Trolley Stand (Adjustable material cart)

| Trolley Stand (Adjustable material cart) | | |
|--|-----------------|-------------------------|
| Sr. No. | Description | Specification Parameter |
| 1 | Weight Capacity | 50 Kg |
| 2 | Stable TV Size | 32 to 70" |

5) HDMI 4K Splitter

| HDMI 4K Splitter | | |
|------------------|-------------|-------------------------|
| Sr. No. | Description | Specification Parameter |
| 1 | OUTPUT | 2 |
| 2 | INPUT | 1 |

6) UPS

| UPS for VC System | | |
|-------------------|---|----------------------------------|
| Sr. No. | Description | Specification Parameter |
| 1 | Rating in KVA | 3.0 KVA |
| 2 | Switching Technology | IGBT-PWM |
| 3 | Input Voltage | AC Single phase 160V - 260V 50Hz |
| 4 | Output Voltage | AC Single phase 230V +/-1% 50 Hz |
| 5 | Warranty for UPS (Years) | 2 Years |
| 6 | Battery/Backup Bank Provided with Online UPS | With Battery |
| 7 | Backup time (Minutes) | 60 Minutes |
| 8 | Warranty for battery (Years) by Battery Manufacturer/ | 1 Year |
| 9 | Accessories | Rack for Batteries |

Note: All of the above specifications should be read as equivalent or better.

- Vender has to supply and install all the above mentioned Item no. 1 to 6 with the required drivers for the peripherals being supplied without any extra cost.
- Vender has to provide necessary support by providing required drivers for connecting the hardware devices being used at the installation site throughout the warranty period

1. ELIGIBILITY CRITERIA FOR BIDDERS

- 1.1 Security money Rs. 10,000/- shall be deposited in the form of Demand Draft, Pay Order payable to the Secretary, H.P. Takniki Shiksha Board, Dharamshala, failing which the Tender will be rejected straightway.
- 1.2 The successful bidder shall have to furnish at least 5% performance security (PS) of the total amount quoted including GST as applicable tax etc., which should be sent in the form of bank draft or a bank guarantee in the name of Secretary, H.P. Takniki Shiksha Board, Dharamshala. However, the security money of unsuccessful tenderer shall be returned within a reasonable time. Performance security shall lie with Secretary, H.P. Takniki Shiksha Board, Dharamshala for a period of one year and will be reimbursed after laps of warranty period.
- 1.3 The tenderer must have its own office or must have a service Engineer stationed in H.P. and the tenderer is required to furnish certificate on this behalf.
- 1.4 Proprietorship establishment need to submit PAN Card/ GST certificate and other valid licenses/ registration certificates.
- 1.5 The tenderer shall have to attach the details of its Company in the format as per **Annexure-A**.
- 1.6 The tenderer shall have to attach OEM authorization form as per **Annexure-B** (Authorization to be taken from the hardware OEM)
- 1.7 The certificate in **Annexure-C** from the company Secretary or the Managing Director in respect of the company and from the Managing Partner in respect of a firm and from the Proprietor in the case of a proprietorship concern to the effect that the bidder is not currently **blacklisted** by any Government organization/ agency in India or abroad.
- 1.8 The Financial Bid submission form (On Bidder's letter head) as per **Annexure-D** is also required to be enclosed with the Technical Bid.
- 1.9 The tenderer must have a turnover of Rs. 50 Lacs consolidated for the last three financial years and a certificate to this effect duly issued by a chartered accountant must be annexed with **Annexure-A**.
- 1.10 The tenderer must be an income tax assessee for the last three financial years and copies of income tax returns for three financial years must be submitted with **Annexure-A**.
- 1.11 The tenderer shall attach the documents (if any) in support of any experience in supply and installation of tendered product or about any experience in supply and installation of similar or other items to Government Departments.
- 1.12 The tenderer should attach the technical product Literatures/ Pamphlets/ Broachers mentioning clearly therein the technical specifications of the items.

Note: The Bidder will have to produce the original documents at Sr. No. 1 to 9 (as above) as and when demanded.

2. INSTRUCTION TO BIDDER

- 2.1 The bid is non transferable.
- 2.2 The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the bidder's risk and may result in rejection of the bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the tender Documents is not given therein or if any particulars asked for in the forms/ proforma in the tender are not fully furnished.

- 2.3 The bid shall contain no interlineations, erasures overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be initialed by the person or persons signing the bid in original.
- 2.4 The original instrument of security money be sent to the office of the “Secretary, HP Takniki Shiksha Board, Dharamshala” in the envelope with **super scription** on the top “ **Open tender/bid for the supply and installation of Video Conferencing equipments for HP Takniki Shiksha Board, Dharamshala.**
- 2.5 If required, the bidder may inspect the respective location between 14.09.2022 to 01.10.22 (11:00 AM 4:00 PM).
- 2.6 **The complete Bid document duly sealed and superscribed as OPen Tender for supply and installation of Video Conferencing Equipment should reach the office of Secretary, HP Takniki Shiksha Board, Dharamshala on or before 03.10.2022 at 1.00PM.**
- 2.7 Incomplete or conditional Tender document shall be straight way rejected.
- 2.8 The Tender Document received after due date shall be summarily rejected.
- 2.9 The undersigned reserve the right to accept/ reject the Bid without assigning the reason

3. Technical Bid

The Technical Bid shall comprise all information asked for, except prices. The technical Bid documents must be submitted in an organized and neat manner. All pages shall be serially numbered. Enclosures in the Technical Bid are to be submitted as under:

| S.No | Description |
|------|--|
| 1 | Detail of the tenderer (Annexure-A) |
| 2 | OEM Authorization from (Annexure –B) |
| 3 | Clean track declaration Record (Annexure-C) |
| 4 | Technical Literature/Brouchers of the Product |
| 5 | Letter for acceptance of all terms and conditions of tender document (Annexure-E) |
| 6 | Authorization letter of the person involved in the bidding process |
| 7 | EMD Amounting to Rs. 10,000/- in shape of Demand Draft in favour of Secretary, HP Takniki Shiksha Board, Dharamshala |
| 8 | PAN Card/ GST Certificate and other valid licence/ registration certificate |
| 9 | Cost of Tender document: Rs. 500/- (By Cash) Rs. 550/- (By Post) |

4. FINANCIAL BID

- 4.1 The financial bid must specify the rate for supply and installation and Technical support of video conferencing equipments as given in the technical bid and it also should specify the amount of GST which would be chargeable. The rate must be specified including GST.
- 4.2 The financial bid must contain a clear cut stipulation to the effect that the warranty for video conferencing equipment would be comprehending onsite warranty for a period of one year including all spares etc.
- 4.3 The financial bid must be submitted in the prescribed performa available with the tender document as **Annexure-D.**
- 4.4 The rates approved after calling tender shall remain valid for the period of 1(one) year from the date of issue of supply order, so that the hardware may be purchased as per the additional future requirement.

5. AMENDMENT OF TENDER DOCUMENT

- 5.1 The H.P. Takniki Shiksha Board may, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- 5.2 At any time prior to the submission of bids, the Authority may, for any reason, weather on its own initiative or in response to a clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the Tender Document.

6. OPENING OF BIDS

Bids shall be opened by the Tendering Authority in the presence of Bidder's representative who chooses to attend as per Schedule. The Bidder's representative who is present shall sign evidencing their attendance. Only one representative per Bidder shall be permitted to be present at the time of opening the Bids.

7. EVALUATION OF BIDS

- 7.1 The Tender Evaluation Committee constituted by the H.P. Takniki Shiksha Board, shall evaluate the Tenders. The decision of the Evaluation committee in the evaluation of the Technical Bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.
- 7.2 Only technically qualified Bids will be processed for Financial Evaluation.
- 7.3 The H.P. Takniki Shiksha Board, Dharamshala may call any or all Bidders for negotiation.

H.P. Takniki Shiksha Board Dharamshala may waive any minor informality or non-conformity or irregularity in a Bid.

8. Award of contract

8.1 Award Criteria:

The H.P. Takniki Shiksha Board will award the contract to the successful bidder, on the basis of techno-commercial evaluation and it will not be binding upon the H.P. Takniki Shiksha Board, Dharamshala, to accept the lowest bid. The H.P. Takniki Shiksha Board reserves the right to award contract to one or more bidders.

7.2 Right to Accept/ Reject any Bid or all Bid:

The H.P. Takniki Shiksha Board reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for tendering authority's action.

7.3 Notification of award:

Prior to the expiration of the period of Bid validity, Tendering authority will issue Purchase/ Supply order to the successful Bidder in writing and same shall be presumed as award of contract. The notification of award will constitute the formation of the contract. The tenderer is to do the supply and installation of Video Conferencing Equipments in the HP Takniki Shiksha Board, Dharamshala within 45 days from the date of placement of Purchase/ supply order. The successful tenderer has to enter in to a comprehensive agreement, as per **Annexure-F**, with the Secretary, H.P. Takniki Shiksha Board. Terms and conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The

agreement shall be executed within 15 days of issuance of the Purchase/ supply Order. However, the conditions of the Agreement at **Annexure-F**, may be modified/ appended or deleted on the mutual consent of both Tendering Authority and the successful Bidder prior to signing of the agreement.

7.4 The Bid Security (EMD) may be forfeited:

If a Bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or in case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

9. DELIVERY AND INSTALLATION:

The successful Bidder shall supply the prescribed Video Conferencing equipments and complete the installation within 45 days of the issuance of purchase/ supply order.

10. Warranty

The Successful Bidder shall extend minimum one year onsite warranty on all the Video Conferencing equipments.

11. PENALTY

11.1 Failure in maintaining the delivery and installation schedule-0.5% (Zero point five percent per day subject to maximum of 15 days on the Purchase Order value, thereafter the Himachal Pradesh Takniki Shiksha Board Dharamshala, holds the option for cancellation of the order and re-procure the same from any other Vender at the cost of the supplier and forfeit the security deposit of the vendor.

11.2 Maintenance during period - During the warranty period any failure in the equipments supplied/ any accessories thereof should be attended within maximum of one (1) working day and should be rectified within maximum period of five(5) working days from the date of lodging the complaint. Thereafter penalty of i.e. 0.5 % (zero point five percent) per day on the purchase order value shall be imposed and if the failure in the equipments supplied/ any accessories thereof, is got repaired from elsewhere (in case of non-rectification of the failure within maximum of 5 days), the tenderer shall have to pay the charges of such maintenance/ repair along with the penalty or may be recovered from the Security amount of Performance.

11.3 Replacement of the faulty system-any component, failing at system and subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem or where the penalty amount on account of downtime has crossed 15 % of the system value, will be totally replaced by the vendor at his cost and risk within 30 days, from the date of last failure.

11.4 Limitation of Liability- Taking into consideration all the above cases, the total penalty that can be levied on the vendor shall not exceed the purchase order value.

12. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE BID/ CONTRACT

Failure to successful bidder to agree with the terms and conditions of the Bid/ Contract shall constitute sufficient grounds for the annulment of the award in which event; Tendering Authority may make the award to the next Best Value Bidder or call for new Bids.

13. CORRUPT OR FRAUDULENT PRACTICES

- 13.1 The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- 13.2 The Tendering Authority will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if the Tendering Authority at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

14. INDEMNITY

Bidder shall indemnify, protect and save the Tendering Authority against all claims, losses, cost damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Hardware and Software supplied.

15. PUBLICITY

Any publicity by the Bidder in which the name of the H.P. Takniki Shiksha Board, Dharamshala is to be used should be done only with the explicit written permission of the H.P. Takniki Shiksha Board.

The Bids submitting without any earnest money or after the last date, or not as per the requirement of this tender document, shall be liable to be summarily rejected and H.P. Takniki Shiksha Board reserves every right to select or reject any or all the tender(s)/bid(s) received, without assigning any reason, whatsoever. However, the Secretary/ Deputy Secretary may, in view of the facts and circumstances relax the technical criteria.

Encls: Annexure as above/-

- s d -
Secretary
H.P. Takniki Shiksha Board
Dharamshala-176057

Annexure A:**DETAILS OF TENDERER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| Sr, No. | Particulars | Details |
|---------|---|---------|
| 1 | Name of the Company | |
| 2 | Mailing Address | |
| 3 | Telephone No. | |
| 4 | Fax No. | |
| 5 | Turnover of the Company for 2019-2020,2020-2021,2021-2022 | |
| 6 | Sales Tax Clearance Certificate | |
| 7 | Valid income Tax Clearance Certificate | |
| 8 | Whether direct manufacturer or Authorized Dealer | |
| 9 | No. of Technical Personnel Employed | |
| 10 | Cost of Tender Document | |
| 11 | EMD (Rs. 10,000/-) | |

Date

Authorized Signatory

Annexure B:

OEM Authorization Form

(Authorization to be taken from Hardware OEM)

Ref. No. -----

Date-----

To
The Secretary
H.P. Takniki Shiksha Board, Dharamshala
Distt. Kangra

Subject: Tender reference No. -----

Sir,

Please refer to your notice inviting Tenders for supply and installation of Video Conferencing Equipments for H.P. Takniki Shiksha Board, Dharamshala.

M/s.....(Bidder), who is our reliable distributor/ partner for the lastyears, is hereby authorized to quote on our behalf for the subject mentioned tender.

M/s(Bidder) is likely to continue as our business partner during years to come.

We undertake the following regarding the supply of Video Conferencing Equipments for H.P. Takniki Shiksha Board, Dharamshala.

We confirm that the product(s) quoted are not end of life or end of sale products”

As on Bid submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.

We also undertake that the support including spares, patches and upgrades for the quoted products shall be available for 7 years from the signing of contract.

Yours faithfully,

(Name)(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having Authorization Letter to bind the manufacturer. It should be included by the Bidder in its bid.

Annexure C: DECLARATION REGARDING CLEAN TRACK RECORD

Date.....

Tender Ref. No.

To

The Secretary
H.P. Takniki Shiksha Board, Dharamshala
Distt. Kangra

Subject: Declaration regarding clean track record of the firm/ company/
proprietorship concern.

Sir,

I have carefully gone through the Terms Conditions contained in the Tender Document H.P. Takniki Shiksha Board, Dharamshala regarding supply and installation of Video Conferencing Equipments for H.P. Takniki Shiksha Board, Dharamshala. I hereby declare that my company/ firm/ proprietorship concern has not been debarred/ black listed by any Government/ Semi Government organization in India or abroad. I further certify that the competent authority in my company/ firm/ proprietorship concern has authorized me to make this declaration.

Yours Sincerely,

Name:.....

Designation.....

Company/ firm.....

Proprietorship concern.....

Address.....

(Stamp & Signature)

Annexure D: FINANCIAL BID

To be submitted by the tenderers for supply and installation of Video Conferencing Equipments for H.P. Takniki Shiksha Board, Dharamshala

| Sr. no. | Particulars of works | Qty. | Rate (in Rs.) | G.S.T. (in Rs.) | Total Amount |
|------------------------|--|--------|---------------|-----------------|--------------|
| 1 | All-in-One USB Video Bar for Huddle Room that works with any standard software based VC client | 01 No. | | | |
| 2 | 65 Inch Smart HD LED Display | 01 No. | | | |
| 3 | 43 Inch Smart HD LED Display | 01 No. | | | |
| 4 | Trolley Stand (Adjustable material cart) | 01 No. | | | |
| 5 | HDMI 4K Splitter | 01 No. | | | |
| 6 | UPS for VC System | 01 No. | | | |
| Total(1 to 6) In Rs. | | | | | |

Note: The Amount quoted should be inclusive of all taxes and installation and commissioning charges.

Dated.....

Signature
(With Official Seal)

Address.....

Mobile.....

No.....

Annexure E: LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the Secretary/ Deputy Secretary HP Takniki Shiksha Board, Dharamshala on the Tender's Letter Head)

To

The Secretary
H.P. Takniki Shiksha Board, Dharamshala
Distt. Kangra

Sir,

Subject: Out Bid for.....

With reference to our Bid, Having examined and understand the instruction, terms and conditions forming part of the Bid, we hereby enclose our offer for the supply of the equipment as detailed in your above referred Tender Document.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be the part of the Agreement at Annexure- G.

We also understand that the Secretary, H.P. Takniki Shiksha Board, Dharamshala, is not bound to accept the offer either in part or in full and the Secretary, H.P. Takniki Shiksha Board, Dharamshala, has right to reject the offer in full or in part without assigning any reasons whatsoever

Yours Sincerely,

Authorized Signatories:.....

(Name and Designation, Seal of the Firm).....

Date:.....

Agreement

This agreement is made on this the day ofbetween the H.P. Takniki Shiksha Board, Dharamshala, through its Secretary (hereinafter referred to as "Purchaser") AND M/s, through its Authorized Executive/ Personnel Shri/Ms. (Hereinafter referred to as "Tenderer"), as follows:

Whereas the Purchaser desirous of purchasing for H.P.T.S. Board Dharamshala, had published Tender and in response the Tenderer accepting the terms and conditions set out in the Tender notice submitted bib which was accepted.

And whereas the Tenderer accepts the terms and conditions of Purchase/Supply Order for delivery and installation of the computer hardware / equipment with comprehensive five (5) years warranty with onsite support at the H.P.T.S. Board Dharamshala at the total cost of Rs./- only.

And whereas the Tenderer has deposited with the Purchaser a sum of Rs as a security (Performance Security) in the form of Bank Guarantee for the fulfillment of this Agreement, which shall remain valid for a period of sixty days (60 days) from the date of completion of contract including warranty period to the best satisfaction of the Purchaser.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Tenderer is to do the supply and installation of Video Conferencing Equipments in the Himachal Pradesh State Judicial Academy within 30 days from the date of placement of Purchase Order and if the installation does not get completed within stipulated time period , penalty as per terms and conditions of the Tender Document shall be imposed.
2. That the Tenderer agrees to assure the onsite warranty of product supplied against supply/ purchase order No. dated w.e.f to.....
However warranty shall not cover damage from manual breakage, physical damage and natural calamities.
3. The Tenderer shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. Against any defects arising from design, material, manufacturing, workmanship or any defect that may develop under normal use of supplied hardware/equipment during the Warranty period.
4. That Purchaser/ H.P.T.S. Board Dharamshala where the product is installed, can lodge calls in respect of faults/defects in the purchased component or any part thereof at centralized telephone numbers, OR email at mail-id.....
5. That the Tenderer agrees to attend the call within One (1) working day to rectify the fault within maximum period of five (5) working days from the date of lodging the complaint. Thereafter penalty of 0.5% (Zero point five percent) per day on the Purchase Order Value shall be imposed and if the failure in the equipments supplied/any accessories thereof, is got repaired from elsewhere (in case of non-rectification of the failure within maximum of 5 days), the tenderer shall pay the charges of such

maintenance/repair along with the penalty or it may be recovered from the Security Performance of amount.

6. Record will be maintained by tenderer as well as Purchaser / H.P.T.S. Board Dharamshala where the product is installed, about machine failures including nature of failure, date and time of the complaint and duration of the total down time.
7. Upon determination of this Agreement, the deposit of performance Security shall be returned to Tenderer but without interest and after deducting there-from any sum due by Tenderer to the Purchaser under the terms and conditions of this Agreement.
8. That in addition, the Tenderer shall abide by all the terms and conditions set forth in the Tender Document.
9. That in case of any dispute or difference, it shall be referred to the Arbitrator, as shall be nominated by the Secretary, H.P.T.S. Board Dharamshala, in accordance with the provisions of the Indian Arbitration Act, 1996 and the rules framed there under.
10. All legal disputes are subject to the jurisdiction of Shimla Courts only, preceded by Arbitration.

**FOR AND ON BEHALF OF
OF PURCHASER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

WITNESSES:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DEGINATION:
DATE:

**FOR AND ON BEHALF
TENDERER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

IN THE PRESENCE OF

SIGNATURE:
NAME:
DESIGNATION:
DATE:

To

The Secretary
H.P. TaknikiShiksha Board, Dharamshala
Distt. Kangra

Whereas.....(Name of Tenderer) has undertaken the contract, as per Tender No.Dated.....to supply(Description of goods and Services) hereinafter called "the Contract".

(Guarantee shall be restricted to an amount not exceeded INR.....).

1. In consideration of the H.P.T.S. Board Dharamshala having agreed to exempt M/s.....from the demand under the terms and conditions of tender No..... issued by the H.P.T.S. Board Dharamshala for purchase offor from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said tender of a Bank Guarantee foron demand.
2. We.....(Bank Name) a company in corporate under the companies Act, 1956 and a bBanking company