

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.  
(A Unit of H.P. Government Undertaking)



**e-Tender  
for  
Rate Contract of Library Management System**

E-Tender No: SEDC/LMS/2K23-10321

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26-09-2023

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## **Scope of Work**

### **Part A: Library Management System (LMS)**

#### **Introduction:**

Himachal Pradesh State Electronics Development Corporation has decided to introduce a radio frequency identification (RFID) system for government schools, colleges, and state & and central libraries in the state with its efforts towards further automation of the library system.

#### **Computer Records Management:**

Computer records are created using Integrated Library Management Software to suit the information needs of the above-mentioned library users, using international bibliographical standards (MARC21); information on the availability of items in the library is accessed through OPAC (Online Public Access Catalogue).

#### **Equipment & Tools for Self-Service:**

Use of RFID technology for tagging the items, staff station reader, gate, handheld reader and tags, book issuing kiosks, and, book return/drop station.

#### **Implementation of RFID-based Circulation Services**

- Supply and implement RFID hardware
- Installation of Middleware Application for ILMS installed
- Tagging RFID labels on books and other items in stock
- Pasting of paper stickers (SIR labels) on RFID tags
- Training of Library staff on using RFID system effectively
- Training on International Standards and Best RFID based Library Practices
- Engaging suitable personnel to ensure the smooth functioning of the automated library services.

#### **Data Validation:**

It would be required to physically verify each book detail with its entry in software and validate the data during the RFID tagging job work. The books which have errors are to be kept separately for making necessary corrections and by that, the database accuracy must be improved.

#### **Smooth Operation of Library Automated System:**

- Provide professional personnel to supervise the entire project on a regular basis to co-ordinate with the competent authority nominated by us.

**Note:**

- All the RFID components chosen for the complete solution should conform to NISO guidelines for the use of RFID in libraries and ISO 15693 / ISO 18000 - 3, ISO14443A, or Mifare in accordance with equipment's (All systems must be compatible with Global RFID ISO standards).
- Modularity, expandability, and upgradeability in the overall system configuration should be open.
- The entire system should be installed and commissioned after proper testing and training should be provided to the entire staff of the library.
- The maintenance support equipment required to install and maintain the RFID system shall be available in India always and provided by the bidder. Bidder shall demonstrate that the resources (infrastructure) exist that are required to provide robust pre-and post-sales support to the RFID Project.
- **OEM should fully be accountable for the performance of all components of the supplied RFID equipment.**
- **Bidder might be required to show demo of the hardware using NCIP protocol at Library before the final order is placed.**
- Supplied hardware should have proven compatibility with ILMS.
- The Bidder will have to train library staff for 2 days for key functions like, circulation, technical services, system administrator and public services for using of all equipment. All training should be performed by vendor at institute premises for running, maintaining the hardware, software.
- The library requires interaction with the vendor sales staff and technical support staff during installation planning, the installation phase and follow-up immediately after such installation.
- Introductory operator / user / staff training shall be provided at no extra charge.
- Middleware Warranty: Patches and service pack releases must be supplied at no additional charge to the library within the warranty period for 3 years.
- Service technicians should be fully trained, factory authorized and certified by the manufacturer to perform services.
- Technical support via email should be provided to the library free of cost.
- Service technicians should be equipped with parts normally required to service the equipment to reduce downtime.
- Failure of bidder/ OEM to meet specified standards may result in termination of service contract.
- Warranty and Service requirements apply to both Standard and Optional system components.

**Hands on Training (on site) and Manual/Guide:** Training for handling of RFID, RFID Tagging and fixing on documents, troubleshooting training. Complete write-up/manual/guide for operation and handling of RFID equipment's. Training to be given to all library staff working on various library operations.

## **PART. B: Digital Library**

### **Eligibility Criteria for DIGITAL LIBRARY SYSTEM**

The Bidder/ OEM must have executed at least one work order for a project demonstrating the independent capacity to install and operationalize efficient and easy-to-use tablet/computer-based digital libraries **with content at government schools via Govt/CSR/NGO work order** (at least 50 schools per project). Each project should be functional for at least 1 year (beginning from the date of the set-up of the system and handover for regular use). Each project must demonstrate expertise in each of the following areas:

**A. Setup and Delivery of Tablet/Computer-based Digital Libraries at Government Schools**

**B. Implementation of Digital Content/PAL on tablets in Digital Libraries**

**C. Reporting Dashboard with Teacher and student-wise reports**

**D. Ongoing maintenance and Integrated Project Support**

1. The bidder should be a manufacturer/authorized dealer. A dealer's sub-resellers are not allowed to bid on the tender. A letter of authorization from the original equipment manufacturer specific to this tender should be submitted as per Annexure A. The MAF should mention OEMs' contact numbers, email addresses, and websites with whom the authenticity of the MAF can be cross-checked.
2. The OEM of Digital Library Software should have had an average annual turnover of Rs. 5 Crores in the last 3 financial years and the company should have had a positive net worth for at least 3 years in the last 3 FYs. A CA certificate should be enclosed.
3. The OEM for Tablet should have an average turnover of Rs. 50. Crore in the last Financial Year and the company should have a positive net worth for at least 3 years in the last 3 FYs. A CA certificate should be enclosed.
4. The Bidder should have had an average annual turnover of Rs. 3 Crores in the last 3 financial years and the company should have had a positive net worth for at least 3 years in the last 3 FYs. A CA certificate should be enclosed.

### **PQ for the Tablet- OEM**

- OEM must have a dedicated toll-free No. in India for service support. The OEM should have at least 1 (One) company owned & and a minimum of 5 authorized service centres in the state of Himachal Pradesh.
- OEM 24 x 7 Toll Free Help Desk: OEM Should have at least 2 Tollfree 24x7 Helpdesk Numbers operational in minimum 2 language: Hindi & English. Toll Free number should be indicated on OEM website. OEM should have their own Android service application wherein details toll-free no. should be mentioned and the application should have the following three features- a. Service Centre Locator, b. Book a repair, c. Feedback. OEM declaration regarding the service support features and their

details to be uploaded along with the Bid.

- The department logo must be displayed while the device boot up allowing the devices to be marked as official devices. The dynamic boot logo must have the feature to change the boot logo of all deployed devices at the field allowing the department to change the boot logo as per new initiatives of Gol. Image type is PNG, max. file size 1 MB for boot logo.
- OEM should not be blacklisted by any Central/State Govt Institutions/PSU in the last five financial years.

An MDM solution should be pre-installed and integrated into the tablet devices.

1. The MDM should allow the admin to blacklist and whitelist the apps to be shown to the end-user on tablets
2. The admin should also be able to create a list of websites to be allowed to be shown to the end-user on tablets
3. The admin should be able to send push notifications to a sub-group or to all the end users. These notifications can also be actionable

## SECTION-I

### INVITATION FOR E-BIDS

E-TENDER NO: SEDC/LMS/2K23-10321

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**Note:** The Press e-Tender Notice published on DD/MM/2023 in following daily Newspapers for inviting e-Tenders for Rate Contract of Library Management System during warranty period and post warranty period. In case there is any decrease/ increase in prices, HPSEDC may ask the bidders to submit revised quotes in sealed envelopes. The rates finalised in this tender will be considered for General Rate Contract of equipment and will be valid for two years. The tender notice will be published in the following new papers.

1. Amar Ujala (Chandigarh/ Delhi Edition)
2. Indian Express (Chandigarh/ Delhi Edition)

The detailed e-Tender document contained in following sections has been prepared to elaborate all techno-commercial conditions of this tender. In case of any discrepancy between the Press Advertisement and detailed provisions of this Tender Document, the latter will prevail. For any further changes (if any, based on feedback/ queries from any quarter and pre-bid meeting) in this tender document, please see its updated version/corrigendum on [www.hpsedc.in](http://www.hpsedc.in) and <https://hptenders.gov.in>.

A) e-Tenders are invited by the undersigned from eligible bidders, i.e., Original Equipment Manufacturers (O.E.M.)/ Principal National Distributors/ Country Channel Partners in India (in case of imported equipment)/ Large Scale Systems Integrator duly authorised by the manufacturer for these Hardware Equipment as per technical specifications in Annexure-I and providing after sale support during warranty period.

## GIST OF IMPORTANT GENERAL CONDITIONS

- 1) The tender has been floated for Rate Contract of Library Management System as per specifications mentioned in Annexure- "I". The rate will be finalised for all the components involved, where the bidder has quoted lowest (L1) rate, for individual items mentioned in the tender i.e., L1 bidder shall be determined based on the item wise lowest rates. **Only L1 rates** will be conveyed and accordingly purchase orders would be placed for only L1 bidder's rates for each item. However, since the equipment is to be procured and supplied so reasonability of the rates would be ascertained by the tender committee w.r.t. other tenders/ rate contracts in the market. Bidders have to ensure that the **rates quoted for this tender/ rate contract are better** (or at least equal) than the rates in other rate contracts/ government supplies or open market anywhere else in the country.
- 2) The rates, as discovered through this RFP, shall be considered for Rate Contract, valid for three years. The terms and conditions of the Rate Contract shall be same as per this tender document.
- 3) After finalizing the L1 rates, the work order will be placed to L1 bidder for the quantity mentioned in this RFP and other bidder may be given opportunity to match the prices of L1 bidder if variation of rate will be 20% of L1 bidder, if tender committee deems fit to ensure healthy competition and timely supply of equipments. Therefore, bidders are advised to quote their best rates.
- 4) Unless otherwise specified for a part of the order, the supplies should be completed within **6-8 weeks** from the date of placing the supply order except for snowbound/ tribal areas, where delivery can be made within 8-10 weeks. Delivery is to be made FOR destination and Installation has to be completed within **1 week** after supply of material. In Remote and snowbound areas delivery may be done at nearest district head quarter, in case the area is cut-off for the time being. The Managing Director, HPSEDC reserves the right to extend the delivery period based on the request of the supplier, wherever required.
- 5) The committee reserves the right to negotiate the rates with L1 bidder to bring them to a reasonable level based on the best prices offered by other bidders and current market rates.
- 6) If the bidder quotes/ reduces, its price to render similar goods, works or services at a price lower than any tender/ rate contract price to anyone in the Country at any time during the currency of this tender, the price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under this tender shall be amended, accordingly. The tender holder shall furnish the certificate to the HPSEDC that the provisions of this clause have been complied with in respect of supplies made or billed for upto the date of this certificate. On the conclusion of the tender the successful bidder shall furnish a certificate that the provision of this clause has been complied with during the period of tender/ rate contract.
- 7) Any prospective bidder can procure the Tender Document from the "H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., FIRST FLOOR, I.T. BHAWAN, MEHLI, SHIMLA-171013, (H.P)". Tender can also be downloaded from website <http://www.hpsedc.in> and <https://hptender.gov.in>.

The tender document will be available on all working days upto last date of bids submission on payment of Rs.5000/- (Rupees Five Thousand only) non-refundable, by demand draft/ RTGS in favour of "HP State



Electronics Development Corporation Ltd., Shimla” payable at Shimla. If the tender document is downloaded from the website, the tender fee will have to be deposited along with the bid as a separate bank draft. E-tenders will be uploaded on HP Government e-Procurement portal <https://hptenders.gov.in> as well on HPSEDC website [www.hpsedc.in](http://www.hpsedc.in). Interested bidder can participate by procuring tender.

### 3.) SCHEDULE OF THE TENDER PROCESS:

S. No.	Information	Details
1.	RFP No. and Date	No: <b>SEDC/LMS/2K23-10321</b> Date: 26/09/2023
2.	Price of Tender Document	Rs 5,000/-
3.	Earnest Money Deposit	Rs 4,00,000/-
4.	Bid validity period	180 days from the last date (deadline) for submission of e-Tenders.
5.	Pre-Bid Meeting	Pre-Bid meeting will also be held on 05/10/2023 at 11:30AM through video conference.  Video Conferencing link is as under: <b><a href="https://meet.google.com/paz-dhsd-nyp">meet.google.com/paz-dhsd-nyp</a></b>
6.	Bid submission start date	12/10/2023 (11:00 AM)
7.	Bid submission End date	26/10/2023 (02:30 PM)
8.	Opening of e-Tenders Bids	27/10/2023 (02:30 PM)
9.	Tender Download Site	<a href="http://www.hpsedc.in">www.hpsedc.in</a> & <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
10.	Venue	H.P. State Electronics Development Corporation Ltd., 1 <sup>st</sup> Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

**Note:** *In case Price of Tender document and EMD will be deposited through RTGS, kindly select DD & fill RTGS No. in available columns on e-Procurement Portal and upload the copy of RTGS receipt.*

(i) Eligibility-cum-Technical Bids shall be opened initially, and eligibility documents will be evaluated.

(ii) Thereafter Technical Bids of Eligible Bidders shall be evaluated.

(iii) Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.

**\*\* Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website [www.hpsedc.in](http://www.hpsedc.in) or <https://hptenders.gov.in> only.**

4) Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/ modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 5) INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

### 5.1 Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e., <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232, (Mob)

### 5.2 Obtaining a Digital Certificate:

5.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

- 5.2.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- 5.2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and keep the copies at safe place under proper security (for its use in case of emergencies).
- 5.2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm must authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.

Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 5.2.5 In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 5.2.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 5.2.7 Pre-requisites for online bidding:  
In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup is available on the Home page of the e-tendering Portal.

### **5.3 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://www.hptenders.gov.in>

### **5.4 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and [www.hpsedc.gov.in](http://www.hpsedc.gov.in).

### **5.5 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

### **5.6 Bid Preparation (Qualification & Financial)**

- 5.6.1 Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 2 of the Table.

5.6.2 The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).

5.6.3 The bidders shall quote the prices in price bid format only.

5.6.4 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.

5.6.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.

5.6.6 For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>., and click on the available link 'How to ...?' to download the file.

5.6.7 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

NB: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website [www.hpsdc.in](http://www.hpsdc.in) and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.

## SECTION 2

### INSTRUCTIONS TO BIDDERS

#### A- INTRODUCTION

##### 2.1. Eligible Bidders

Sr. No.	Pre- Qualification Criteria	Required details to be accompanying the Bid document
1.	The bidder should be registered under the Indian Companies Act, 1956/ 2013 or Proprietor's firm/ Partnership Firms (LLP) registered under LLP Act 2008 or subsequent amendments.	Memorandum of Association (MoA), Articles of Association (AoA) of bidder and detailed profile of the Company/ Firm/ Government License and COI, GSTN, PAN for proprietors/ bidder
2.	(i) Tender Document Fee in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.  (ii) Earnest Money Deposit (EMD) in the shape of Demand Draft/ RTGS valid for 180 days in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.	(i) Demand Draft (DD)/ RTGS of Rs. 5000/- (Rupees Five Thousand only) (ii) Earnest Money (Rs. 4,00,000) Deposit (EMD) as mentioned in clause 2.10  DD / EMD may be submitted through RTGS in HPSEDC A/c: A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP)  Receipt/Copy of the demand draft/RTGS should be uploaded.
3.	The Bidder should have a valid GST Number, PAN Number	Relevant Registration Certificates (copies to be enclosed)
4.	A Bidder should be Original Equipment Manufacturer (OEM) or Authorised Principal National Distributor/ Regional Distributor/ Authorized Reseller/ Importer/ large Scale system integrator duly authorised by the OEM (Original Equipment Manufacturer) of the required equipments respectively. It will, however be, preferred that the Original Equipment Manufacturers (O.E.M.) quotes directly.	Authorization letter from OEM in format given at Performa-A in case OEM not bidding directly.
5.	The annual turnover (in terms of sales of hardware of similar nature as that of items listed in the RFP in India) of the OEM whose equipment are sought to be supplied, should be at least Rs. 500 Crores per annum for the last 3 years, i.e., for year 2018-19, 2019-20 and 2020-21.	CA certificate for turnover as mentioned in the criteria.  Audited Balance sheets from company Statutory Auditor/ CA from OEM & financial data of the last three years
6.	The Bidder should have an average annual turnover of at least Rs. 3 Crores during last three financial years from similar activities, i.e., should have supplied hardware equipment and items similar to those listed in this RFP, from	CA certificate for turnover as mentioned in the criteria.  Audited Balance sheets from

	India Operations i.e., for year 2018-19, 2019-20 and 2020-21.	company Statutory Auditor/ CA from OEM & financial data of the last three years
7.	The Bidder or its OEM {themselves or through re-seller(s)} should have at least 3 years of experience in supply and maintenance of such hardware in Government/Semi Govt. / PSUs/ Autonomous bodies of Central/ State Govt. /Corporate sector.	Certificates from client regarding satisfactory supply and maintenance/ purchase orders. In case of non-disclosure agreement, confirmation regarding size and value of the project may be submitted from the client.
8.	A Bidder quoting for these items, each item must have supplied /installed Minimum 100 Nos similar equipment by the OEM/ Bidder during the last three years in Government/Semi Govt. / PSUs/ Autonomous bodies of Central/ State Govt. /Corporate sector.	Certificates from client regarding satisfactory supply and maintenance/ purchase orders. In case of non-disclosure agreement, confirmation regarding size and value of the project may be submitted from the client.
9.	The bidder should either have positive Net worth in last three years or should be a profit-making Company/ firm in any two years during the immediately preceding last 3 financial years as per audited balance sheets.	CA certificate for turnover as mentioned in the criteria.  Audited Balance sheets from company Statutory Auditor/ CA from OEM & financial data of the last three years
10.	OEM should have presence in INDIA for more than 10 years	Supporting documents such as Company registration certificate etc.
11.	OEM Toll Free Technical Assistance Centre should be available 24X7, without any holidays. The bidder and OEM should have its own website having product related information (for OEM) and support related information (for both bidder and OEM).	Contact information and availability hour's details.
12.	The Bidder should not have been declared ineligible at the time of bid submission and at the time of placing of supply order due to corrupt and fraudulent practices with any of the departments of the Central, State Governments Deptt. and PSUs of Central/ State Govt.	Certificate from the authorized signatory prescribed in Form-E.
13.	The bidder should have submitted the declaration of acceptance of terms and conditions of this RFP as per FORM B	Declaration from Authorized Signatory as per FORM B
14.	The Bidder should already have reasonable support base in this region. The Purchaser's discretion regarding reasonableness of support base shall be final. It is clarified that this clause pertains to only the existing level of support. The actual support required to implement this arrangement has been described in the relevant section.	Supporting documents/ certificate from company's authorised signatory shall be submitted by the bidder.

**Note: -**

Purchase Preference for Local Micro and Small-Scale units/ Startup Enterprises of the state: -

The following purchase preference ratio shall be applicable to the Local Micro and Small-Scale Units of State and Local Micro and Small-Scale categories under H.P. State Startup Scheme: -

1. Local Micro and Small-Scale Units of State of H.P. =15%
2. Local Micro and Small-Scale categories under H.P. State, Startup Scheme=15%

**Total Purchase Preference =30%)**

Provided that if Startup Enterprises will not be available, then 30% purchase preference shall automatically be given to Local Micro & Small-Scale Unit and vice versa as the case may be.

*Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.*

It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

The Bidder can choose to have a separate Authorised Service Provider (ASP). There is no turnover criterion for the ASP, but it should provide the first level of OEM's support which is fully backed up by the O.E.M. by means of a written understanding regarding maintenance. However, the Purchaser shall have the final discretion in this regard and can even ask for a trilateral agreement with the Bidder and the OEM in such cases to ensure timely delivery and maintenance.

If the bidder happens to be a System Integrator (SI), should have a National presence besides meeting the turnover criteria and having a sustained relationship with the O.E.M. in the past. The Bidder (or his OEM) must be able to establish his capability to execute the order(s) by showing satisfactory/ timely delivery, where similar numbers of equipment(s) and its allied accessories are involved.

**2.2 Cost of Bidding:**

2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and H.P. State Electronics Development Corporation Ltd., Shimla (hereinafter referred to as the 'Purchaser' or "HPSEDC" in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

## **B- TENDER DOCUMENT**

### **2.3 Contents of Tender Document:**

#### **2.3.1 This Tender Document comprises of the following Parts/ Sections.**

Section-1: Invitation for e-Bids

Section-2: Instructions to Bidders

Section-3: General Conditions of the Tender & Contract

Section-4: Technical Specifications and Maintenance Conditions

Section-5: Technical Specifications & Annexures.

### **2.4 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.**

### **2.5 Clarification regarding Tender Document:**

2.5.1 The clarifications/ changes in tender document/ corrigendum can be uploaded upto the last date before the bid-submission date.

### **2.6 Amendment of Bids:**

2.6.1 Bids once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the Purchaser may decide to take fresh bids from all the Bidders before actually opening of the Commercial Bids.

2.6.2 In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.

## **C - PREPARATION OF BIDS**

### **2.7 Language of Bid & Correspondence:**

2.7.1 The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

## 2.8 Documents comprising of Bid:

The Bidder will prepare the bid in two parts.

### I. FEE-ELIGIBILITY CLAIM-CUM-TECHNICAL BID:

In support of his eligibility cum technical bid, a Bidder must submit/upload the relevant documents strictly in accordance with Proforma B marked with page numbers on e-portal <https://hptenders.gov.in>.

Packet-I (Fee/other Eligibility Documents/Technical) (to be uploaded in Packet-1 on e-procurement portal)

### II. COMMERCIAL BID:

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website ([www.hpsedc.in](http://www.hpsedc.in) and <https://hptender.gov.in>). Those technically qualified bidders which have also deposited the tender cost and Bid Security shall be termed as Substantially Responsive (i.e., eligible and technically qualified and have also deposited Bid Security & tender cost). The Tender Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder has to submit their Commercial Bids online as per BOQ in Packet-2 on the e-procurement portal.

(i) Sample BOQ / Price Bid will be as per Schedule I.

## 2.9 Bid Currencies:

2.9.1 Prices shall be quoted in Indian Rupees.

2.9.2 The contract price shall be paid in Indian Rupees.

## 2.10 Bid Security:

2.10.1 The Bidder shall furnish Bid security, as part of its bid as mentioned hereunder. Any bid submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

Sr. No.	Description	Bid security amount in Rupees.
1.	Rate Contract of Library Management System	Rs 4,00,000/- (Rupees Four lakh only).

2.10.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security pursuant to Para 2.10.8.

2.10.3. The Bid Security shall be in the shape of BG/ Demand Draft/ through RTGS in favour of "M.D., H.P State Electronics Development Corporation Ltd., Shimla" Payable at Shimla.

2.10.4 Any bid not secured in accordance with Para 2.10.1 and 2.10.3 will be rejected by the Purchaser.

2.10.5 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.



2.10.6 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Para 3.5.1.

2.10.7 No interest will be payable by the Purchaser on the above-mentioned Bid Security.

2.10.8 The Bid Security may be forfeited:

1. If a Bidder withdraws its bid during the period of bid validity specified by the bidder and required by the Purchaser.
2. During the tendering process, if a Bidder indulges in any such activity as would jeopardise or unnecessarily delay the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security/EMD shall be final & shall not be called upon question under any circumstances.
3. In the case of a successful Bidder, if the Bidder fails,
  - (i) to sign the contract by raising issues contrary to the provisions of the RFP or the Bid or undertakings given during evaluation of bids, or
  - (ii) to furnish Performance Security, or
  - (iii) Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardise the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

2.11 Period of validity of Bids:

- 2.11.1 For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change. However, in case of general fall in prices of a product in the IT/ Electronics Industry before despatch of goods, such a reduction shall be passed on to the Purchaser after mutual negotiations.
- 2.11.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

#### **D-SUBMISSION OF BIDS**

2.12 Submission of Bids:

- 2.12.1 Bidder(s) shall submit their bids only on online e-procurement portal [www.hptenders.gov.in](http://www.hptenders.gov.in). All the instructions regarding e-bids submission are also available on [www.hptenders.gov.in](http://www.hptenders.gov.in).
- 2.12.2 The original DD or RTGS documents related to tender cost and bid security should be deposited in HPSEDC on or before the last date and time for bids opening.
- 2.12.3 Every envelop and forwarding letter of various parts of the Bid shall be

addressed as follows:

The Managing Director,  
H.P. State Electronics Development Corporation Ltd., First Floor,  
IT Bhawan, Mehli, Shimla-171013.

2.13 Deadline for Submission of Bids:

- 2.13.1 Bids will be online submitted/uploaded on e-procurement portal <https://hptenders.gov.in> on or before the deadline mentioned on the e-portal.
- 2.13.2 The Purchaser may, at its discretion, extend this deadline as per Para 2.6.2. The Purchaser may also extend this deadline for any other administrative reason.

2.14. Bids not submitted online:

- 2.14.1 Any bid not submitted/uploaded through e-portal will not be received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 2.13.1 or 2.13.2 will be rejected.

2.15 Modification and withdrawal of Bids:

- 2.15.1 E-bids can be modified upto last date & time has not been closed by e-procurement system.
- 2.15.2 E-Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to clause 2.10.8.

## **E-BID OPENING AND EVALUATION**

### **2.16. Opening of bids by Purchaser:**

- 2.16.1 The e-Bids shall be opened on the date and time already described in the tender/e-portal or on any other later day and time fixed as per Para 2.6.2 or other enabling provisions in this behalf, in H.P State Electronics Development Corporation Ltd, First Floor, IT Bhawan, Mehli, Shimla-13 (H.P.) in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.
- 2.16.2 In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.
- 2.16.3 Eligibility-cum-technical bid documents uploaded on the e-portal will be opened and evaluated for eligibility of each Bidder will be ascertained. The product proposed in the bid document will be evaluated as per the requirements specified in the RFP/ Tender Document. The "Fact Sheets" submitted by the Bidders shall be compared against the Product Catalogue and authenticated circulars regarding latest changes in the specifications. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement of the Purchaser as given in the Technical Specifications in this Tender Document. In case of a doubt the Purchaser may require the bidder to produce the quoted equipment for physical inspection and demonstration, so that components could be seen to ascertain the veracity of the Bidder's claim about specifications.

The Tender Committee may undertake oral and or written clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The financial bids of only eligible and technically qualified bidders will be opened for further processing. It is, however, clarified that subject to other provisions of this document, every bidder will have to fulfil the minimum technical specifications laid down in this document for being qualified technically. In order to assist in the examination, evaluation and comparison of Bids, the Tender Committee may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The Technical e-Bids of only the Eligible Bidders will be opened and the contents (particularly Compliance Sheets) will be announced in the presence of all Bidders or their representatives. An open discussion regarding technical parameters quoted by various Bidders may also take place, if required. The Compliance/ Deviation statement submitted by the Bidders shall be compared against the Product Catalogues and authenticated circulars regarding latest changes in the specifications. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement as given in the Technical Specifications in this Tender Document. The Financial Bids of only those eligible and technically qualified bidders will be opened who also fulfil minimum technical requirements mentioned in this document. However, the Tender Committee reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the Tender Document, provided

that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Compliance/Deviation, if any, in Schedule III, extra features offered by them. Similarly, the Tender Committee can give any other such minor relaxation, which does not change substance of the bid or does not prejudice the bid process from the point of view of equity and fair play. The decision of the Tender Committee about giving minor relaxation shall be final and shall not be called upon question under any circumstances.

*The commercial Bids of only those bidders will be opened who fulfils the minimum technical requirements of the purchaser and are found substantially responsive as per Para 2.8 (II) read in conjunction with other relevant clauses/Forms.* However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Compliance Sheets, deviations, if any, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon question under any circumstances. The evaluation committee, if so, desire may ask for the demonstration of the quoted solution/products, for which sufficient time will be given for arranging demonstration.

#### 2.16.6. Opening of Bid Security:

The document containing bid security will be opened and checked at the time of determining eligibility of the bidders at the time of eligibility bid opening.

#### 2.16.7. Opening of Commercial Bids of substantially Responsive Bidders:

The Commercial Bids of only those Bidders will be opened who are found substantially responsive. A Substantially Responsive Bidder is one which conforms to all the stipulations of para 2.8 (II and III) read with para 2.16.6 above. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.

2.16.8 A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.

#### 2.17. Evaluation and Comparison of Commercial Bids:

2.17.1 The comparison of Commercial Bids shall be done as follows:

2.17.2 Bid Comparison:

The Bidders are required to complete their Commercial Bid/ BOQ in Schedule -I. Initial evaluation/ comparison of items within a Category given in the Tender Document will be done as per clause 2.17.3.

2.17.3. Item Rate:

Item Rate for each item for all will be calculated as under.

Item Rate = FOR Destination Unit Price of the Item under a category including installation charges (if any) with three years warranty inclusive GST of the Item in a Category.

#### **Note 1:**

*The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.*

2.17.4 In the procurements of goods, the following procedure shall be followed:

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L-1 is from a local supplier, the contract for full quantity will be awarded to L1.
- (ii) If L-1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L-1.

2.17.5 Thereafter, the lowest bidder among the local suppliers, will be invited to match the L-1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of @5% and contract for that quantity shall be awarded to such local supplier subject to matching the L-1 price. In case such lowest eligible local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher local supplier within the margin of @5% shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

2.17.6 In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

## 2.18. RANKING OF BIDDERS:

2.18.1. Bidders will be ranked in the inverse order of Item Rate. The criterion for selection of lowest Bidder (L1) for individual item.

### 2.18.2 Reduction in Statutory Duties and Levies:

If any reduction in taxes takes place after opening the commercial bids, but before despatch of goods; the Successful Bidder shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalisation of tender, revised sealed commercial bids shall be taken.

## 2.19. NEGOTIATIONS:

2.19.1 The Purchaser may finalise the Tender & award the Contract without any negotiations if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the bidders are advised to quote lowest possible rates in the first instance only.

2.19.2 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & Commercial Bid, provided that the original offer (i.e., Technical/ Commercial) will not be allowed to be changed to the detriment of the Purchaser, as far as rates of every individual item & terms/ conditions are concerned. Therefore, Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

2.19.4 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalised in bids of similar size on GEM portal/Other State Government tender/rate contract etc. will be kept in mind. The scope of negotiations may also include precise *modus-operandi* of after-sales service, mode of delivery, system integration and price of add-ons & consumables etc.

2.19.5 During the negotiations, the Purchaser may even go in for marginally higher or lower configurations as per its absolute discretion.

2.19.6 After this final ranking is done based on negotiated prices, award of tender/rate contract will be made to the lowest Bidder, subject to post qualification in Para 2.20 below.

## **F - AWARD OF CONTRACT**

### **2.20 Post Qualification:**

2.20.1 HPSEDC will devise a performance criterion in consultation with successful bidders which will include online after sales feedback from the Government departments. The lowest Bidder can be denied the right of continuing with the contract, if the equipment being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

### **2.21 Purchaser's right to vary Quantities:**

2.21.1 The Purchaser reserves the right to place the supply received from various Government departments/ Govt. Institutions/ Autonomous bodies on the approved vendors during the currency of the tender/rate contract.

### **2.22 Purchaser's Right to accept any Bid and to reject any or all Bids:**

2.22.1 Notwithstanding anything else contained to contrary in this Tender Document, The Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

### **2.23 Notification of Award:**

2.23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted.

2.23.2 The liability of the supplier(s) to deliver the Goods and perform the services will commence from the "date of Notification of Award". The Delivery Period shall be counted from the date of 'Placing the Supply Order'. The "date of delivery" shall be the date on which the equipment / material is received at the destinations.

2.23.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.

### **2.24 Signing of Contract:**

2.24.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

2.24.2 The Purchaser's liability of taking the goods from the selected supplier(s) shall commence only from date of signing the date of the Contract.

## SECTION-3

### GENERAL CONDITIONS OF THE TENDER & CONTRACT

#### 3.1 Definitions:

3.1.1 In this part, the following interpretation of terms shall be taken:

- (a) "The Contract" means an agreement regarding supply of the goods & provision of services entered into between the HPSEDC and the Supplier, as recorded in the Contract Form signed by the parties, including all 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 and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "Services" mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, training, maintenance and other such obligations of the Supplier covered under the Contract.
- (e) "The Purchaser" means the H.P. State Electronics Dev. Corporation Ltd" or "HPSEDC" in short.
- (f) "The Supplier", means short listed Bidder supplying the goods and services under this Contract.
- (g) "End User" means various Government Departments, Boards, and Corporation etc. in the State of Himachal Pradesh.

*Note: The aforesaid definitions will be valid with respect to one or more Suppliers short-listed to execute the Project. Services to be executed by each Supplier have been explained in detail in this Tender Document.*

#### 3.2. Application:

- 3.2.1 These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

#### 3.3 Standards:

- 3.3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of contract, but before the dispatch.

#### 3.4 Patent Rights of the Goods:

- 3.4.1 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.

#### 3.5 Performance Security:

- 3.5.1 Performance Security for delivery/ installation and maintenance during warranty period.



3.5.2 Within 10 days of 'Notification of Award', the successful bidder/ Supplier shall initially furnish a 3% Performance Bank Guarantee of total order value valid for 39 months to safeguard the purchaser against timely delivery/installation and maintenance of ordered equipments during the currency of the contract.

- (1) In case supply orders increases the above-mentioned quantity then 3% amount of each supply order will be deducted as PBG from due payment from bidder & same will be released after expiry of the warranty period or bidder has an option to submit additional PBG against the supply order.
- (3) EMD of successful bidder(s) will only be released after signing of agreement and submission of PBG.

3.5.3 The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

3.5.4 The Performance Bank Guarantee shall be given in one of the following forms:

An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

3.5.5 The Performance Bank Guarantee, regarding delivery & installation 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 related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).

### 3.6 Inspections and Tests:

3.6.1 The Purchaser or its representative shall have the right (if so desire) to test the goods to ascertain their conformity to the specifications. The Purchaser shall notify to the Supplier in writing of the identity of the representative deputed for this purpose & nature of tests that may be conducted (if found necessary) for benchmarking.

3.6.2 The inspections and tests may be conducted in the factory premises of the Supplier. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspecting officers at no charge to the Purchaser. The Contractor shall inform the Purchaser in advance the time of starting of manufacture and the progress of manufacture of the equipments offered by him so that arrangements can be made for inspection at the premises, if so desired by the purchaser.

3.6.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements to the Purchaser.

3.6.4 If the Purchaser decides to conduct the inspection at supplier's premises as per clause 3.6.1 to 3.6.3, no material being furnished against this specification shall be dispatched until inspected and

approved by the Purchaser/ or his representative. Such inspection and approval will not relieve the Contractor of full responsibility for furnishing equipment conforming to the specifications nor will it prejudice any claim, right or privilege which the Purchaser may have on account of any loss sustained by it due to defective or unsatisfactory equipment supplied by the contractor. Should the inspection be waived off by the Purchaser, such waiver shall not relieve the contractor in any way from his contractual obligations.

- 3.6.5 The sample of the proposed Equipment, if desired by the purchaser, to be supplied for approval/testing.
- 3.6.6 Bidder has to provide the required drivers etc. if essentially required for the quoted equipment/peripherals being supplied.
- 3.6.8 Bidder has to provide necessary support by providing required drivers for connecting the hardware devices being used at the user site. All these drivers should be freely available on the OEM website for which necessary links may be provided.
- 3.6.9 Bidder has to install the patches/upgrades during warranty period at no extra cost.
- 3.6.10 GUI tools for configuring devices with Multilingual support for Hindi.
- 3.6.12 Bidder should provide service maintenance of System Software / driver software up-gradations, installing patches etc., at no extra cost during the warranty period.
- 3.6.13 All drivers' patches required at site are to be arranged by the supplier and should be available on the website of the respective OEM.
- 3.6.14 The Supplier of items shall depute its technical person if end user is facing problem in installation/working of software. On-line support will be made available without any charges to end user.

### 3.7 Packing Delivery & Documentation:

- 3.7.1 The supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing.
- 3.7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as will be specifically provided for in the contract.
- 3.7.3 Delivery of the goods and associated documentation will be done in such manner as may be prescribed by the Purchaser in the Contract.

### 3.8 Insurance:

- 3.8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 3.8.2 The supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while he is discharging his duties under the contract.

### 3.9 Transportation:

3.9.1 The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.

3.9.2 Where the Supplier is required to affect delivery to some other address within Himachal Pradesh, the supplier shall be required to meet all transport and storage expenses until delivery is completed.

### 3.10 Literature and Instruction:

3.10.1 Each supplied equipments packing box must contain copy of illustrated literature and instruction books regarding the installation, handling, maintenance and use of the Goods at each station shall be supplied by the supplier as part of the Contract price before dispatch of the first assignment.

### 3.11 Payment:

3.11.1 **First Instalment:** First Instalment shall be paid after delivery of the Goods at the prescribed destinations. Amount of 1<sup>st</sup> instalment shall be regulated in such a manner that the total payment after delivery is 85% of the order value. A claim for first instalment shall be staked by the Supplier, when he has supplied adequate number of machines. The first installment of 85% will be paid only after receipt of duly acknowledged delivery challans & invoice, as required by the Purchaser.

3.11.2 **Second Instalment:** Remaining amount of 15% of the order value shall be paid after satisfactory installation of equipments and execution of Performance Guarantee for proper maintenance during warranty period as mentioned at Clause 3.5. If the installation is delayed beyond 45 days on account of site not being ready (or any other reasons entirely attributable to the Purchaser) or any other reason attributable to the Purchaser,  $\frac{2}{3}$  of the second instalment (i.e., 10% of the order value) shall be released to the Supplier subject to submission of site not ready (SNR) report from concerned department. In such an unlikely event of the site not being ready, the remaining amount  $\frac{1}{3}$  of the second instalment (i.e., 5% of order value) will be released after submission of successful installation reports of the ordered equipment(s) duly signed by the competent authority of the department(s).

**Note:** *First & second instalments shall be released only on production of bill supported by delivery challan and installation report by the Supplier. Any bill supported by requisite documents will be processed within 15 days and objections, if any, will be conveyed in one go within this period. If the claim is found in order, the payment will be made within 2 weeks from the date of submission of such bills.*

### 3.12 Prices:

3.12.1 Subject to the provision to Rule 2.11.1, the 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 his Bid. But in case of global or national fall in prices of a product in IT/ Electronics industry due to a change in Government Policy or otherwise, such a reduction shall be passed on to the Purchaser after mutual negotiations.

3.12.2 There shall be no effect of the exchange rate variation etc., on the rates to be quoted by the Vendor during one-year period. However, if rates will increase/ decrease, HPSEDC will call techno-

commercial bids from the empanelled bidders on requests received from them.

### 3.13 Modification in the Order:

3.13.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:

- (a) The specifications of the Goods
- (b) The method of shipment or packing
- (c) The service to be provided by the Supplier
- (d) Quantity of goods
- (e) Any other change that the purchaser may deem fit

3.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work 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 put forth within 30 days from the date of the Supplier's receipt of the Purchaser's change order.

### 3.14 Subcontract:

3.14.1 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.

3.14.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.

3.14.3 Subcontracts must comply with the provisions of the clause 2.3.

### 3.15 Delays in the Supplier's Performance:

3.15.1 Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

3.15.2 Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:

- (i) Forfeiture of its performance security,
- (ii) Imposition of liquidated damages @Rs 50/- per day per equipments of the unfulfilled order. The maximum penalty will not exceed 10% of the order value.
- (iii) Termination of the contract and risk purchase at Supplier's risk
- (iv) Initiation of any other legal proceedings.

3.15.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

### 3.16 Termination for Default:

3.16.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including

forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 2.11.2, or
- (b) If the Supplier fails to perform any other obligation under the Contract.

3.16.2 In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 3.15.2.

### 3.17 Force Majeure:

- 3.17.1 Notwithstanding the provisions of the clauses 3.15 and 3.16, the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.
- 3.17.2 For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or 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 reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the *Force Majeure* event.

### 3.18 Taxes and Duties:

3.18.1 Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the despatch of goods, the benefit of the same will be passed on to the Purchaser.

### 3.19 Limitation of Liability:

The liability of the supplier in respect of all claims under this tender including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the goods and services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

### 3.20 Arbitration:

All disputes, differences, claims and demands arising under this tender shall be referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of

one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

## SECTION-4

### TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS

#### 4.1. SCOPE OF THE TENDER:

The successful Bidder(s) will provide the following services:

(i) Manufacture /Import (ii) Testing (iii) Supply (iv) Installation (v) After Sales Service during warranty and Annual Maintenance period.

##### (i) Manufacture/Import

The OEM/ Bidder can manufacture the Goods in India or import the same (in full or in parts) from any part of the world.

##### (ii) Testing

Testing/ Benchmarking as per requirement of the Purchaser and in such manner and for such size of sample as may be prescribed subsequently may be got done as a part of the Contract.

##### (iii) Supply

The Goods need to be supplied F.O.R. as per the list of destinations to be supplied at the time of signing the Contract.

(iv) Installation and Commissioning of equipments: The successful bidder of respective equipments will do installation and ensure that the equipment supplied works/run properly.

##### (v) After-Sales-Services

The supplier shall keep equipments as spare (as finalised of tender to be mutually decided), to provide immediate replacement, with the service centre during the warranty period. It will be desirable that minor functional problems of these equipments are taken care of by the service centre only. In case of major & specific problems, respective vendors will have to rectify the defect within the time-limits prescribed in Para 4.2.2 below, otherwise must have to replace with the new one.

#### 4.2 AFTER SALES SERVICES:

##### 4.2.1 Comprehensive Warranty:

The Supplier shall provide Comprehensive OEM warranty (including labour and spares) for 36 calendar months. The warranty shall cover the System Software, Labour and all the hardware parts including updation/ upgradation (free of cost) of the networking infrastructure. An undertaking to this effect shall be given by the Bidder in the Compliance Sheets. The supplier of Items shall ensure genuine add-ons items & consumables for the items sold in the state for their own brand.

##### 4.2.2 Service Centre:

The successful bidder should have a dedicated service centre in the state. The Service Centres in the State shall be manned by qualified Engineers as per Clause 4.1(v) above and one call coordinator. It will be equipped, with sufficient inventory of spares as per ABC Analysis. The supplier will provide prompt after sales support and shall attend any complaint not later than 24 hours. The minor

and major defects shall be rectified not later than 36 hours and 60 hours respectively. If defect is not rectified within the time stipulated as above penalty as prescribed by the Purchaser will be imposed. However, the penalty in such instances shall not exceed 10% of the equipments cost against a non-attendance/ non-rectification of defects against a service call. The exact quantum of penalty per day/ week shall be decided at the time of signing the contract. During the warranty period, this penal clause will be enforced by ensuring that the supplier gives a Performance Security by way of Bank Guarantee to the Purchaser.

#### 4.2.3 Inventory of Spares:

An ABC analysis of inventory of spares shall be done by the Purchaser in consultation with the supplier to ensure that all critical spares/ components apart from the 1% inventory of new equipments for replacement purposes (if equipment are beyond repair within 24 hours) are available with the Service Centres in sufficient quantity.

4.2.4 The amount of non-delivery of products as mentioned in Clause No. 3.15: **Delays in the Supplier's Performance** and Clause No. **4.2: After Sale Services** or any other recoverable amount from bidder(s) may be adjusted/ recovered or set-off against any sum payable to the bidder against any other contract with HPSEDC or with State Government. The amount shown against that shall be withheld to be adjusted against the compensation levied as mentioned above. Recovering or deducting of this amount on failure of delivery/ delay in delivery or not providing services in time bound manner, shall be automatic deducted without any notice to the concerned bidder.

The Managing Director, HPSEDC, will reserve the right to relax/ decrease the penalties or release recovered amount without giving any interest to the bidder(s), after receiving justified/ reasonable reasons from the bidder(s).

### 4.3 TECHNICAL SPECIFICATIONS & QUANTITIES:

4.3.1 The Technical Specifications have been given in Annexure-I in Section-5. These specifications should be carefully studied by the Bidder, so that the product could be technically evaluated as per the Purchaser's requirement.

#### 4.4. Compliance sheets:

- (i) Compliance Sheets as per Annexure-I in Section-5 are to be filled in by the bidders as part of the Bid. These Compliance Sheets should be complete in all respects and should be free from errors and omissions. All required parameters must be replied to in affirmative/ negative.
- (ii) The Bidder shall also supply along with the Bid all brochures and authenticated bulletins carrying latest changes covering the technical aspects of each item appearing in schedule of requirement intended to be supplied by the Bidder. For the purpose of establishing latest changes, printouts downloaded from INTERNET (& duly authenticated) may be acceptable.



5. Acceptance Testing After Notification of Award:

- i. The Purchaser may conduct benchmarking & acceptance test, which could involve operation of complete system for at least two consecutive days. The Supplier(s) will provide full assistance in this regard. Partial delivery/ installation/ testing of hardware/ system software will not be permissible for acceptance/ payment. The criteria for benchmarking/ acceptance will be conveyed separately.

PROFORMA- A  
(Declaration by the O.E.M.)  
[Para 2.8(I)(ii)]

To Date:

The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,  
1<sup>st</sup> Floor, IT Bhawan, Mehli, Shimla- 171013.

Subject: Authorisation to a distributor for tender No: SEDC/LMS/2K23-10321

Dear Sir,

Please refer to your Notice Inviting Tenders for Rate Contract of Library Management System published in “The Indian Express” and “Amar Ujala”.

M/s \_\_\_\_\_ (Bidder), who is our reliable distributor for the last \_\_\_\_\_ years, is hereby authorised to quote on our behalf for this prestigious tender. M/s \_\_\_\_\_ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of these equipments/ peripherals etc.

1. The Machines supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/s \_\_\_\_\_ (Bidder) shall not be allowed to do any hardware integration on our equipment.
2. It will be ensured that in the event of being awarded the contract, hardware equipments will be delivered by M/s \_\_\_\_\_ (Bidder) & maintained by M/s \_\_\_\_\_ (ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/S \_\_\_\_\_ necessary technical support including technical updates, & spares to the ASP. If M/s \_\_\_\_\_ fails to maintain the equipments for any reason what-so-ever, we shall make alternative arrangements for proper maintenance of these components during the warranty period. We shall provide full support back up to the Bidder/ASP. On the whole, it shall be ensured that the clauses regarding service and maintenance of Machines do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side even during AMC/extended warranty period.
3. If due to any reason whatsoever, the tie up between our Company & M/s \_\_\_\_\_ (Bidder) or M/s \_\_\_\_\_ (ASP) breaks down subsequently, we shall make necessary alternatives arrangements for honouring the terms of the contract.

Yours very truly,

Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_

FORM-B

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER  
DOCUMENT

To

The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,  
1<sup>st</sup> Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document  
[No.: SEDC/LMS/2K23-10321] regarding Rate Contract of Library Management System for Tender/Rate  
Contract by HPSEDC. I declare that all the provisions of this Tender Document contained in this tender and  
subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further  
certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:

FORM-C

DECLARATION REGARDING PAST PERFORMANCE

To

The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,  
1<sup>st</sup> Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.SEDC/LMS/2K23-10321] regarding Rate Contract of Library Management System by HPSEDC. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:

## SCHEDULE - I

### SAMPLE OF PRICE SCHEDULE/BOQ

[ Para 2.8 (III)(i)]

(to be completed by bidder as per the format available on e-procurement portal <https://hptenders.gov.in>)

<b>PRICE SCHEDULE</b> <b>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>									
Sl. No.	Item Description	Qty	BASIC RATE with installation (if any) and three years warranty In Figures To be entered by the Bidder in Rs. P	GST Amount in percentage (%)	GST amount in Rupees Rs. P	Unit Price with GST Rs. P	TOTAL AMOUNT Without Taxes with three-year warranty Rs. P	Gross Bid Value Inclusive installation and Taxes (for three-year onsite OEM warranty) Rs. P	TOTAL AMOUNT In Words
1.	Item No. 1: Library Staff Station	1			0.00	0.00	0.00	0.00	INR Zero Only
2.	Item No. 2: Self-Adhesive RFID Tags (for Book)	1			0.00	0.00	0.00	0.00	INR Zero Only
3.	Item No. 3: Self Check Out Kiosk Station	1			0.00	0.00	0.00	0.00	INR Zero Only
4.	Item No. 4: Institution Labels	1			0.00	0.00	0.00	0.00	INR Zero Only
5.	Item No. 5: Integration Module / Middleware Features	1			0.00	0.00	0.00	0.00	INR Zero Only
6.	Item No. 6: Smart Cards	1			0.00	0.00	0.00	0.00	INR Zero Only
7.	Item No. 7: Smart Card Printer	1			0.00	0.00	0.00	0.00	INR Zero Only
8.	Item No. 8: RFID Tagging Job Work (for Book)	1			0.00	0.00	0.00	0.00	INR Zero Only
9.	Item No. 9: RFID Handheld Portable Reader	1			0.00	0.00	0.00	0.00	INR Zero Only
10.	Item No. 10: Library Management Software	1			0.00	0.00	0.00	0.00	INR Zero Only
11.	Item No. 11: Data Migration	1			0.00	0.00	0.00	0.00	INR Zero Only

12.	<i>Item No. 12: RFID Book Return Station</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
13.	<i>Item No. 13: Two EAS Pedestals Library Security Gate</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
14.	<i>Item No. 14: Server</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
15.	<i>Item No. 15: Computer</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
16.	<i>Item No. 16: 3 KVA UPS with 1 Hour Backup</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
17.	<i>Item No. 17: Tablet</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
18.	<i>Item no. 18: Storage and Charging Rack</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
19.	<i>Item no. 19: Digital Library and Preloaded Content and PAL (Personalized Adaptive Learning) on Tablets</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
20.	<i>Item no. 20: 2 KVA UPS</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
21.	<i>Item No. 21: library reading table with central glass partition and lighting provision</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
22.	<i>Item No. 22: Library Table</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
23.	<i>Item No. 23: 4-door bookcase with toughened glas</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
24.	<i>Item No. 24: library open book stacks double faced with top cover</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
25.	<i>Item No. 25: Notice Board</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
26.	<i>Item No. 26: Computer Table with Single Drawer</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
27.	<i>Item No. 27: Computer Table</i>	1			0.00	0.00	0.00	0.00	INR Zero Only
28.	<i>Item No. 28: News Paper Stand</i>	1			0.00	0.00	0.00	0.00	INR Zero Only

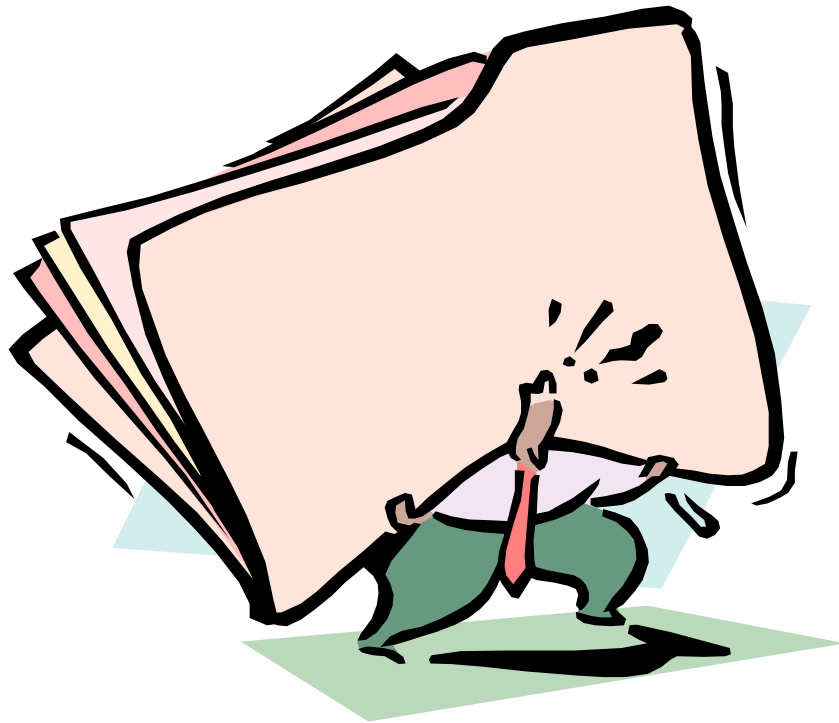
29.	Item No. 29. Faculty Table with Side Table	1			0.00	0.00	0.00	0.00	INR Zero Only
30.	Item No. 30: glass door almirah with adjustable shelves and toughened glass door	1			0.00	0.00	0.00	0.00	INR Zero Only
31.	Item No. 31: library news paper reading stand –wall side	1			0.00	0.00	0.00	0.00	INR Zero Only
32.	Item No. 32: Magazine Rack with Inside Storage	1			0.00	0.00	0.00	0.00	INR Zero Only
33.	Item No. 33: 3 Seater Sofa	1			0.00	0.00	0.00	0.00	INR Zero Only
34.	Item No. 34: 2 Seater Sofa	1			0.00	0.00	0.00	0.00	INR Zero Only
35.	Item No. 35: 1 Seater Sofa	1			0.00	0.00	0.00	0.00	INR Zero Only
36.	Item No. 36: Centre Table with Glass Top	1			0.00	0.00	0.00	0.00	INR Zero Only
37.	Item No. 37: Side Table with Glass Top	1			0.00	0.00	0.00	0.00	INR Zero Only
38.	Item No. 38: Library Chair (Option-1)	1			0.00	0.00	0.00	0.00	INR Zero Only
39.	Item No. 39: Library Chair (Option-2)	1			0.00	0.00	0.00	0.00	INR Zero Only
40.	Item No. 40: Library Chair Without Arm (Option-3)	1			0.00	0.00	0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							

**SECTION- 5**  
**TECHNICAL SPECIFICATIONS**

**ANNEXURES**

Tender Document No:

**SEDC/LMS/2K23-10321**





NB: Final specifications uploaded after pre-bid meeting. Please visit our websites [www.hpsedc.in](http://www.hpsedc.in) & <https://hptenders.gov.in> for latest amendments or notices in reference to this tender.

**\* The quoted product should not be end of life at the time of bid submission. The support shall be provided by the bidder/ OEM for next three years, an undertaking for the same shall be provided by the OEM.**

**Technical compliance to be provided on OEMs letterhead with signatures, name, email, contact number of Authorized signatory.**

## ANNEXURE-I

### **SECTION – V**

#### **TECHNCIAL SPECIFICATIONS AND COMPLIANCE SHEETS ANNEXURES**

The specification mentioned hereunder are bare minimum requirement. Bidders are encouraged to offer better specifications in this bid or subsequently during the period of tender/rate contract. Technical compliance to be provided on OEMs letterhead with signatures, name, email, contact number of Authorized signatory.

#### **Item No. 1: Library Staff Station**

Item Minimum Specifications		Compliance	Remarks (If any)
Read/Write/Anti-theft programming should be done in one single operation			
Read/write distance of up to 25 cm and programming time of 1 second			
Should be fully ISO/IEC 14443A, 15693 and ISO 18000:3 compliant			
The programming station should interface with the library management software using the NCIP V2.0 protocol			
Integrated with reader for patron ID Card based ISO/IEC 14443A Plus to read for circulation			
Integrated with the reader for patron ID Card based ISO/IEC 14443A Plus for personalization of data into the ISO/IEC 14443A Plus passive contactless 1Kb smart card in the pre-defined locations in the memory. The details of a memory location in the smart card will be provided at an appropriate time			
NCIP V2.0 compliance software interface integrated with library management software for all operations like patron card personalization, and check-in. check-out, renewal, reserve, etc. of library circulation			
<b>Specifications</b>			
<b>Parameter</b>	<b>Technical Specs</b>		
Operating Frequency	13.56 MHz		
Power Supply	5V to 12V		
Power Consumption	1.2W minimum		
Transmitting Power	1W minimum		
Read Range	Up to 25 cm		

Antenna	Internal		
Communication Interface	USB/RS232/Ethernet		
Supported Transponders	ISO 15693, ISO 14443A, and ISO 18000:3		
Indicators	LED / buzzer for power, read verification, etc.		
Operating Temperature	-10°C to +70°C		
Housing Material	ABS or Similar		

## Item No. 2: Self-Adhesive RFID Tags (for Book)

Item Minimum Specifications	Compliance	Deviation, If any
<p>The RFID chip used in the tag should have been designed specifically for library use. i.e. it should have three sections</p> <ul style="list-style-type: none"> <li>◦ Lockable section for item identification</li> <li>◦ Re-writable section for library-specific use</li> <li>◦ Security function (EAS) for item anti-theft (which can be activated and deactivated),</li> <li>◦ The RFID chip should have a multi-read function, i.e. several tags can be read at the same time</li> </ul>		
Tag size should be 80mm x 50mm with at least 2048 bits of memory, multi-read and antitheft		
Distance for detection from the pedestal should be a minimum of 92 cm		
Tags should be fully ISO 15693/18000-3 compliant		
Other features: "Tag Talks First" (TTF) feature, tamper proof, the detection rate of the system should be above 95% consistently regardless of the number of items that are in the field		
Warranty of Tags Minimum 40 years for logic circuits and replacement of defective tags if found during first time tagging		
<b>Mechanical Dimension</b> <ul style="list-style-type: none"> <li>• Transponder coil size 80X50 mm <math>\pm</math> 0.5mm</li> <li>• Transponder die-cut size 80 x 50 mm 0.2 mm</li> <li>• Thickness of the IC 150 micrometer <math>\pm</math> 10%</li> <li>• Overall thickness of transponder package (excluding IC and siliconized paper) 200 micro meter <math>\pm</math> 10%</li> <li>• Thickness of the siliconized wafer 56 micrometer</li> </ul>		
<b>Electrical characteristics</b> <ul style="list-style-type: none"> <li>• Integrated Circuit (IC) Philips i-Code-SLI X.</li> <li>• ICS protocol /anti-collision ISO 15693/18000-3</li> <li>• Operating frequency 13.56 MHz</li> <li>• Unloaded resonance frequency 14.15 MHz <math>\pm</math>0.30 MHz</li> <li>• Memory 2048 bits R/W EEPROM</li> </ul>		

<b>General characteristics of transponder</b> <ul style="list-style-type: none"> <li>• Operating temperature (electronics parts): -20°C to +85°C</li> <li>• ESD voltage immunity +12 kV peak. HBM</li> <li>• Bending diameter (D) &gt; 50 mm. Tension less than 10 N</li> <li>• Static pressure (P) &lt; 10 MPa (10 N/mm<sup>2</sup>)</li> </ul>		
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### Item No. 3: Self Check Out Kiosk Station

Item Minimum Specifications		Compliance	Deviation, If any
RFID reader and antenna with multiple read/write facility			
The kiosk should suit the library decor			
High-Speed Thermal Slip Printer			
17" or higher LCD/LED Touch Screen Monitor using Capacitive Technology			
Branded small form factor CPU: -			
Multi-protocol firmware ISO/IEC 14443A, 15693 and ISO 18000:3 compliant			
Communication interface — Ethernet / WIFI			
The Self-Checkout station client software should interface with the ILMS software giving the following features: <ul style="list-style-type: none"> <li>◦ Check out / Renewal</li> <li>◦ Transaction Status</li> <li>◦ Transaction Printout</li> </ul>			
Provision for display of reservations done by a user along with sequence and date of collection.			
Provision of inquiry of checkouts against a user and its due date.			
Provision for inquiry of fine against a user,			
<b>Specifications</b>			
<b>Parameter</b>	<b>Technical Specs</b>		
Operating Frequency	13.56 MHz		
Power Supply	180-230V Ac; 50 Hz		
Power Consumption	1.2W minimum		
Transmitting Power	1W approximately		
Read Range	20-25 cm (3 to 4 books of average size)		
Antenna Size	300 X 300 mm		
Communication Interface	Ethernet		
Supported Transponders	ISO 15693, ISO 14443A, and ISO 18000:3		
Operating Temperature	-10°C to +70°C		
Weight	25 Kg approximately		
Packaging Material	Wood		
Display	17" (21) or higher TFT capacitive touch screen		

**Item No. 4: Institution Labels**

Item Minimum Specifications	Compliance	Deviation, If any
<b>Good quality self-adhesive labels of the following specifications:</b>		
Good quality smooth face		
Label printed with name and logo (design to be approved by the department)		
Size: Minimum half an inch larger on all sides than the RFID tag		
Strong permanent adhesive, which does not leach into the paper of the book		

**Item No. 5: Integration Module / Middleware Features**

Item Minimum Specifications	Matched/ Not Matched	Deviation, If any
Client software should support the following features and is to be integrated with existing integrated library management software (ILMS)		
Tagging / re-tagging after proper online validation of the title/member records LMS database		
Tag monitoring by accessing item records from the ILMS database		
Patron Smart Card personalization monitoring by accessing patron ID from the ILMS database		
Send SMS and email for circulations and registration transactions which can be selected for specific users.		
NCIP V2.0 compliance		
Retagging option for re-registration of books and patrons		
Sorting by accessing title records from ILMS		
Check out /Check-in/Renewal		
Provision to display reservations done by a member along with the sequence and date of collection		
Provision of inquiry of checkouts against a member and its due date		
Provision for details of fine against a member		
Provision of slip printing containing the details of a transaction		
Reserved titles shall get highlighted while check-in		

**Item No. 6: Smart Cards**

Item Minimum Specifications	Matched/ Not Matched	Deviation, If any
The smart cards should be 1kb cards with pre-printing on both sides (pre-printing to be approved by the department)		
The smart card must be for multipurpose use by library users.		

1k byte EEPROM		
Unique serial number		
16 securely separated sectors supporting multi-application		
Each sector consists 4 blocks with a length of 16 Byte		
2 x 48-bit keys per sector for key hierarchy		
Access conditions are free and configurable based on 2 levels of key hierarchy		
Number of single write operations: 100,000		

#### Item No. 7: Smart Card Printer

Item Minimum Specifications	Compliance	Deviation, If any
Sided Printing: Single		
Resin Thermal Transfer		
300 dpi		
26 seconds per card / 138 cards per hour (YMC with transfer)		
Accepts CR80 card size		
• Card Lamination Module – single-sided or dual-sided (simultaneous) – Upgradable		
• Smart card encoding (contact/contactless) – Upgradable		
Ethernet Interface		
Printer Ribbon – 10 nos.		
Cleaning Kit – 1 no.		
Pen Tablet - 1 no. & Web Camera - 1 nos.		

#### Item No. 8: RFID Tagging Job Work (for Book)

Item Minimum Specifications	Compliance	Deviation, If any
RFID tag and sticker to be pasted in the same process		
ISO 28560 standard followed for tagging		
Registration of books / DVDs is to be done in a single process		
Data validation & and retrieving the book from the shelf and returning the same to the specific shelf after processing as per library standards for all book entries.		

#### Item No. 9: RFID Handheld Portable Reader

Item Minimum Specifications	Compliance	Deviation, If any
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The portable handheld reader (Wand) and the required accessories must be a cordless, one-piece design, to be held in one hand.			
The portable handheld reader must feature sound battery backup.			
The total weight of the portable handheld reader must be less than 1 Kg., including the battery, RFID reader, antenna and computing unit, and any other components that must be carried by the user.			
The portable handheld reader must be easily set down on a library shelf or cart when necessary to free the user's hands.			
The portable handheld reader must incorporate an ergonomic design, to aid users in reading shelves at all levels easy to use and be relatively non-stressful to wrist, arm, shoulder, and elbow.			
The portable handheld reader battery life must allow the user to work for at least 4 hours before recharging.			
The portable handheld reader must use an anti-collision algorithm that does not limit the number of tags, which can be simultaneously identified and read.			
The portable handheld reader must have the capacity to download at least 1 million items from the library's automation system onto the portable handheld reader memory medium.			
The proposed portable handheld reader must accommodate data collection simultaneously with other functions.			
The proposed system must accommodate sorting, shelving, searching, finding library documents, and pulling the defined data to help the user.			
The proposed portable handheld reader must have an audible tone and visible indicators to verify the item has been identified.			
The handheld reader should include the memory of at least 4GB			
<b>Specifications</b>			
<b>Parameter</b>	<b>Technical Specs</b>		
Operating Frequency	13.56 MHz		
Power Supply	9V		
Standby Mode (battery life)	4 Hours		
Charging Time	4.5 Hours		
Transmitting Power	1W approximately		
Read Range	Up to 25 cm		
Communication Interface	USB		
Supported Transponders	ISO 15693-3, I Code		
Indicators	LED indicator / LCD display for power, read and error, and a configurable buzzer		
Operating Temperature	-10°C to +70°C		
Storage Memory	4GB		
Housing Material	ABS Plastic		

**Item No. 10: Library Management Software**

Item Minimum Specifications	Compliance	Deviation, If any
The fully featured open-source integrated Library Management System i.e., should cover all the library functions through the Acquisition, Cataloguing, Serial Circulation, OPAC, Barcode & Spine Label, and Report generation. It should be implemented with the following features: -		
(a) Web-based Interface		
(b) Full-text searching		
(c) Google Jacket		
(d) Net-Cataloguing		
(e) Real Time Auto Indexing		
(f) Search Engine		
(g) Virtual Book Shelf		
(h) RFID Compatibility		
(i) Bar Code		
(j) Flexible Reporting		
(k) Multi-lingual Support		

**Item No. 11: Data Migration**

Item Minimum Specifications	Compliance	Deviation, If any
Data Migration for .xls file		

**Item No. 12: RFID Book Return Station**

Item Minimum Specifications	Compliance	Deviation, If any
24-hour operation should be possible		
Minimum 100 books bin to be provided		
Real-time check-in should be processed		
High-Speed Thermal Slip Printer		
17" or higher LCD/LED Touch Screen Monitor using Capacitive Technology		
Small Form Factor CPU		

**Item No. 13: Two EAS Pedestals Library Security Gate**

Item Minimum Specifications		Compliance	Deviation, If any
Security gate should include two theft detection pedestals, which are interdependent of each other and also have an overlapping protection zone providing additional security. It is planned to install these pedestals at a single location in the library. The system should have suitable number of I/O ports for Standard electronic counter, web cam trigger, CCTV, locking gates etc. It should also have multi line infrared motion sensors to detect library foot falls and in-out numbers.			
<b>Specifications</b>			
<b>Parameter</b>	<b>Technical Specs</b>		
Operating Frequency	13.56 MHz		
Power Supply	AC 230V / 50Hz		
Power consumption	30W maximum		
Transmitting Power	0.5W to 6W variable		
Read Range	Up to 1 m with pair of gates		
Communication Interface	RS232 / Ethernet		
Supported Transponders	ISO 15693-3, I Code		
Operating Temperature	-10°C to +70°C		
Communication Parameters	Baud Rate: 115200 Kbps		
Weight	25 Kg approximately		
Housing Material	ABS or similar		



**Item No. 14: Server**

Item Minimum Specifications	Compliance	Deviation, If any
Security gate should include two theft detection pedestals, which are interdependent of each other and also have an overlapping protection zone providing additional security. It is planned to install these pedestals at a single location in the library. The system should have suitable number of I/O ports for Standard electronic counter, web cam trigger, CCTV, locking gates etc. It should also have multi line infrared motion sensors to detect library foot falls and in-out numbers.		
Item Minimum Specifications	Compliance	Deviation, If any
<b>OS: - Ubuntu 20.04 LTS or better</b> , Processor Type Xeon, Processor Speed: 1.9 GHz, Processor Count: 8, RAM Size: 16 GB, Computer Memory Type: DDR4 SDRAM, Hard Drive Size: 1 TB, Hard Drive Interface: Serial ATA, Graphics Chipset Brand: Intel, Number of USB 2.0 Ports: 5, Number of VGA Ports: 1, Number of Serial Ports: 1		

**Item No. 15: Computer**

Item Minimum Specifications	Compliance	Deviation, If any
<b>OS: - Ubuntu 20.04 LTS or better</b> , Processor Type Xeon, Processor Speed: 1.9 GHz, Processor Count: 8, RAM Size: 16 GB, Computer Memory Type: DDR4 SDRAM, Hard Drive Size: 1 TB, Hard Drive Interface: Serial ATA, Graphics Chipset Brand: Intel, Number of USB 2.0 Ports: 5, Number of VGA Ports: 1, Number of Serial Ports: 1		

**Item No. 16: 3 KVA UPS with 1 Hour Backup**

Sr. No	Specifications	Requirement	Compliance
1	<b>Capacity</b>	<b>3.0 KVA / 2700 W</b>	
2	<b>Technology</b>	IGBT (Rectifier & Inverter both); ECO Mode	
3	Wave form & Freq converter	Pure Sine wave & shall have frequency converter mode	
4	Display	LCD	
5	<b>Input configuration</b>	1Ph, L-N+PE (160 to 300Vac on full load & shall support upto 110Vac for 60% load). UPS Shall have inbuilt OVCD protection. The input ranges from 110 to 300V must be settable by end user	
6	Input PF	$\geq 0.99$	
7	Frequency (Input)	40 to 70Hz frequency	

8	Frequency (output)	50Hz/60Hz frequency	
9	<b>Output Voltage</b>	200/208/220/230/240Vac shall be available with +/-1% regulation in battery mode	
10	V threshold	3% max full linear load, 5% max on Non-linear load	
11	<b>Output Power factor</b>	0.9	
12	Crest factor	3.0 or better	
13	<b>AC-AC Efficiency</b>	91% for 3.0kva	
14	Transfer time Main-Battery	0	
15	Transfer time Inverter-Bypass	4 msec	
16	<b>Output Connection</b>	Minimum 10A X 4 nos - Indian Socket inbuilt to the UPS back. One of these O/p Socket shall be Programmable with settable time so as to increase the back-up time for critical load	
17	Communication	SNMP Compatible	
18	Battery Type	12V SMF having JIS 8702 certification	
19	<b>Battery backup</b>	3.0 kva - 60 minutes (Min 4500 VAH)	
20	<b>Charger</b>	Min. 15 amp inbuilt (for any future expansion of back-up time). Charger shall be settable for 1/2/4/6/8/10/12/14 A ratings as per the need of battery charging	
21	<b>Environmental Parameter</b>		
A	Operating temperature range	0-40 deg C with full load @ 0.9PF. Later de-rating applicable upto 50 deg C	
B	Other	Indication required -> Over Temperature, Load on Battery, Battery on Charge, Battery low, Mains on Fan Speed control (as per load & room temp) shall be possible	
C	Humidity	0% to 95% non-condensing	
D	Noise Level	52 dBA max	
E	<b>Mounting</b>	Tower type only (Rack Mount type not acceptable)	
F	<b>Auto Start, Cold Start &amp; EPO</b>	Shall be available	
22	<b>LCD Display</b>		
22.1	<b>Measurements (On LCD)</b>	Input & Output Voltage, Input & Output Frequency, Bypass: Voltage & Frequency, Remaining time & Battery Level Indicator, Load Level indicator, Fault codes, Estimated or running autonomy time, UPS alarm enable or disable, Overload, Short-circuit, Low Battery.	
22.2	<b>Fault Indication (On LCD)</b>	Bus start fail, Bus over & under, Inverter soft start failure, Inverter voltage high & low, Inverter output short, Battery voltage high & low, charger output short, over temperature, overload, charger failure, over input current, over input current, battery not connected, over charge, EPO enable, Programmable output enable.	
22.3	<b>Settable data</b>	Inverter voltage & frequency, Frequency converter, ECO mode, ECO voltage range, Bypass setting, Bypass voltage range, Autonomy limitation setting, Battery total Ah setting, Charger current, Bypass frequency range,	

		Programmable outlet, Programmable outlet setting, Charger boost & float voltage setting, EPO logic setting, Isolation transformer O/P (if applicable in design of OEM), Display setting for autonomy, Acceptable input voltage range.	
23	<b>Manufacturer</b>	Manufacturer - > ISO 9001, TL 9000, ISO 14001 & OHSAS 18001 (ISO & OHSAS for Indian Operation of OEM only). Factory calibration lab of manufacturer shall be NABL accredited in India	
24	Product	BIS certification required	
25	Management Supports /Software	Windows® 2000/ 2003 /XP/Vista/ 2008, Windows® 7 / 8, Linux, Unix	

### Technical Specifications for Digital Library:

#### Item No. 17: Tablet

Sr. No.	Parameter	Technical Specifications	Value	Compliance (Yes/No)
1	Display	Display Size (Minimum) (Inch)	10.5 or higher	
		Display Resolution (Pixels)	1920 x 1200	
		Display Type	TFT	
		Type of Touch Screen	Capacitive	
		Display Colour	16 Million	
		Multitouch Support	Yes	
		Brightness (Minimum) (Nits)	350 or Higher	
2	Operating System	Operating System Details	Android 13.0 or Higher	
3	Connectivity	Connectivity Type	Wi-fi	
		Cellular Data Support	No	
		GPS	Yes	
		AGPS	Yes	
		Wi-Fi Connectivity Type	802.11 a/b/g/n/ac 2.4G+5GHz, VHT80	
		Bluetooth Connectivity (Minimum Version)	5	
4	Processor	Processor Speed (Minimum) (GHz)	2.0 & higher	
		Processor Core (Number)	8 (Octa-Core)	
		Processor Architecture	64 Bit	
		RAM Size (GB)	4	
6	Storage	Internal Storage Capacity (GB)	64	
		Micro SD Card Support	Yes	

		Storage upgradable up to (Through Micro SD Card) (GB)	Up to 1 TB or better	
7	Camera	Rear Camera (Mega Pixel)	8	
		Front Camera (Mega Pixel)	5	
		Video Recording Resolution	1080p	
		Video Recording Frame Rate (fps)	30	
		Digital Zoom	Yes	
		Geotagging Feature	Yes	
8	General	Battery Capacity (minimum) (mAH)	7001 & higher	
		Docking Compatibility	Yes	
		BIS Registration Under CRS of Meity for Tablet along with Battery	Yes	
		Google Mobile Service Certification for Android OS	Yes	
		Other Certifications Available (Details of the relevant certificate number and the name/ID of corresponding notified Bodies shall be provided as and when demanded by the buyer)	UL/CB, CE, FCC, RoHS	
9	Accessories	Standard Accessories to be supplied with the Tablet	USB Cable & Charger	
		Compatible Smart Cover	Yes	
		Ear Phone	Yes	
10	Miscellaneous	USB Ports	Type C	
		Audio Port	3.5mm Jack	
		Additional Features	Accelerometer, Light Sensor	
		Inbuilt Speaker	Yes	
		If Yes, Type of Inbuilt Speaker	Stereo	
11	Other Options	Availability of Mobile Device Management (MDM) Support	Yes	
		Mobile Device Management (MDM) License and Support (Year)	1	
		Mobile Device Management Hosting (MDM)	Cloud-Based	
12	Warranty	OEM Warranty Period for Battery (Year)	1	
		OEM Warranty Period for Tablet (Year)	1	

**Item no. 18: Storage and Charging Rack:**

Sr. No.	Technical Specifications	Compliance (Yes/No)
1	The tablets should be set up in a lockable and charging storage rack.	
2	The charging rack should have the capacity to store and charge 40 and 20 tablets	
3	The storage rack should have a power-stabilizing facility and be made of robust material to charge and store the tablets comfortably.	
4	The charging rack should have space to keep accessories and headphones or any other support material for the digital library.	
5	The charging rack should be movable with wheels so that it can be moved to any classroom, ICT room, or library as required for usage	

**Item no. 19: Digital Library and Preloaded Content and PAL (Personalized Adaptive Learning) on Tablets**

All tablets must be preloaded with digital content and PAL, as per the following description (minimum specification criteria). POC will be done along with technical evaluation

Sr. No.	Technical Specifications	Compliance (Yes/No)
1	<p>The Digital Library should include at least 750 digital books with the below mentioned coverage:</p> <ul style="list-style-type: none"> <li>• Storybooks, picture books, emotional development, personal growth, inspiring biographies, and other aspects of holistic student development</li> <li>• Digital versions of maps, reference books, and relevant library material for students</li> <li>• Books on health, hygiene, safety, yoga, and other aspects of students' well-being</li> </ul>	
2	The digital library should integrate different categories of learning content including a digital book library, video content library, and question banks with practice.	
3	The digital library should offer online access to test preparation material, question banks, and practice papers for HAS, IAS, Bank PO, engineering, medical, defense, and some other key competitive exams so that students can better prepare for these examinations. The access should also offer online scores and reports, performance analytics, and data to students for better exam preparation.	
4	The digital library should include a digital library repository of animated multimedia content in Hindi for 6th to 12th including math, science, physics, chemistry, biology, social sciences, commerce, computers, and Sanskrit including course books as per NCERT/State Board	
5	The interface and content should operate in the native Hindi language and have a toggle option to change the interface to English for bilingual interface use	
6	The interface should also have a button for students/ teachers to change the class at	

	any time in order for them to cover up their previous year's learning gaps.	
7	Each topic should have a set of multiple learning resources including text, animated videos, MCQs, Books, etc.	
8	The digital content should include preloaded course books in Hindi medium.	
9	The digital library should include PAL (Personalized Adaptive Learning) for the above-mentioned subjects in Hindi medium. For every chapter, PAL should have diagnostic tests to assess the current learning level and accordingly use the respective level of remedial video content or the practice questions to create a dynamic learning path for every student. It should also have final tests in every chapter to ensure desired learning levels are achieved through PAL.	
10	PAL Solution should have an inbuilt concept interdependency pathway that defines interdependencies between various concepts and sub-concepts across grades while taking the student to junior grades based on the learning levels, giving supplementary content and practice, and then bringing the student to grade-level learning outcomes.	
11	<p>Deliverables: -</p> <ul style="list-style-type: none"> <li>• Service providers should ensure that the Digital Library content and PAL should run offline and do not require an internet connection for usage.</li> <li>• The data syncing shall happen whenever the devices connect to the internet.</li> <li>• The service provider shall organize to transport, and store are service equipment during the process of establishment of the system at his/her own cost with no liability to the State and the School</li> </ul>	
12	<p>Monitoring and Reporting Dashboards: -</p> <ul style="list-style-type: none"> <li>• The solution should include a teacher application installed on the teacher tablet, with features that teachers can connect to the student tablets in the digital library, create batches, assign topics, books, and library content and get reports on their device</li> <li>• The digital library platform, animated content, and PAL should work both offline and online, and capture all learning, usage data, and PAL data both offline and online.</li> <li>• The usage data for digital library content and PAL should be saved offline on every tablet and should be visible in reporting format. The data should auto-sync to a central reporting dashboard whenever the tablets connect to the internet</li> <li>• The reporting dashboard should have logins for the school level, block level, district level, student level, and central project monitoring teams with access and control of the reporting dashboard for ongoing impact and learning outcomes with downloadable reports</li> <li>• The reporting dashboards should be able to integrate via API with any MIS, ERP, or Command Control Centre run by the department for ongoing reporting and data-driven learning outcomes anytime in the future.</li> </ul>	


**Item no. 20: 2 KVA UPS**

Sr. No	Specifications	Requirement	Compliance (Yes/No)
1	Capacity	2.0 KVA / 1800 W	
2	Technology	IGBT (Rectifier & Inverter both); ECO Mode	
3	Wave form & Freq converter	Pure Sine wave & shall have frequency converter mode	
4	Display	LCD	
5	Input configuration	1Ph, L-N+PE (160 to 300Vac on full load & shall support upto 110Vac for 60% load). UPS Shall have inbuilt OVCD protection. The input ranges from 110 to 300V must be settable by end user	
6	Input PF	$\geq 0.99$	
7	Frequency (Input)	40 to 70Hz frequency	
8	Frequency (output)	50Hz/60Hz frequency	
9	Output Voltage	200/208/220/230/240Vac shall be available with +/-1% regulation in battery mode	
10	V threshold	3% max full linear load, 5% max on Non-linear load	
11	Output Power factor	0.9	
12	Crest factor	3.0 or better	
13	AC-AC Efficiency	90% for 2.0kva	
14	Transfer time Main-Battery	0	
15	Transfer time Inverter-Bypass	4 msec	
16	Output Connection	Minimum 10A X 3 nos - Indian Socket inbuilt to the UPS back. One of these O/p Socket shall be Programmable with settable time so as to increase the back-up time for critical load	
17	Communication	SNMP Compatible	
18	Battery Type	12V SMF having JIS 8702 certification	
19	Battery backup	2.0 kva - 60 minutes (Min VAH 3000)	
20	Charger	Min. 15 amp inbuilt (for any future expansion of back-up time). Charger shall be settable for 1/2/4/6/8/10/12/14 A ratings as per the need of battery charging	
21	Environmental Parameter		
A	Operating temperature range	0-40 deg C with full load @ 0.9PF. Later de-rating applicable upto 50 deg C	
B	Other	Indication required -> Over Temperature, Load on Battery, Battery on Charge, Battery low, Mains on Fan Speed control (as per load & room temp) shall be possible	
C	Humidity	0% to 95% non-condensing	
D	Noise Level	52 dBA max	

E	Mounting	Tower type only (Rack Mount type not acceptable)	
F	Auto Start, Cold Start & EPO	Shall be available	
22	LCD Display		
22.1	Measurements (On LCD)	Input & Output Voltage, Input & Output Frequency, Bypass: Voltage & Frequency, Remaining time & Battery Level Indicator, Load Level indicator, Fault codes, Estimated or running autonomy time, UPS alarm enable or disable, Overload, Shortcircuit, Low Battery.	
22.2	Fault Indication (On LCD)	Bus start fail, Bus over & under, Inverter soft start failure, Inverter voltage high & low, Inverter output short, Battery voltage high & low, charger output short, over temperature, overload, charger failure, over input current, over input current, battery not connected, over charge, EPO enable, Programmable output enable.	
22.3	Settable data	Inverter voltage & frequency, Frequency converter, ECO mode, ECO voltage range, Bypass setting, Bypass voltage range, Autonomy limitation setting, Battery total Ah setting, Charger current, Bypass frequency range, Programmable outlet, Programmable outlet setting, Charger boost & float voltage setting, EPO logic setting, Isolation transformer O/P (if applicable in design of OEM), Display setting for autonomy, Acceptable input voltage range.	
23	Manufacturer	Manufacturer - > ISO 9001, TL 9000, ISO 14001 & OHSAS 18001 (ISO & OHSAS for Indian Operation of OEM only). Factory calibration lab of manufacturer shall be NABL accredited in India	
24	Product	BIS certification required	
25	Management Supports /Software	Windows 2000/ 2003 /XP/Vista/ 2008, Windows 7 / 8, 10,11, Linux, Unix	

The specifications for furniture items is as below


**Item No. 21: library reading table with central glass partition and lighting provision**

Specification of items	Image
<p><b>LIBRARY READING TABLE WITH CENTRAL GLASS PARTITION AND LIGHTING PROVISION</b></p> <p>(i) <b>LIBRARY TABLE WITH PARTITION WITH TUBE LIGHT : 2400 x 1200 x 750</b></p> <p>(ii) <b>LIBRARY TABLE WITH PARTITION WITH TUBE LIGHT : 1800 x1200 x 750</b></p> <p>(iii) <b>LIBRARY TABLE WITH PARTITION WITH TUBE LIGHT : 1200 x1200 x 750</b></p> <p>The table shall consists of 25 mm thick particle board, all the exposed edges are protected with 2mm thick PVC lipping affixed with hot melt glue.</p> <p>The table top should be supported on 40 x 40mm pipe frame suitably strengthened to make it rugged and also suitable to with stand vagaries of use.</p> <p>Reading surface should be illuminated with powersaver light system (with T-5</p>	



<p>fluorescent tube) in a white painted metallic reflector to provide uniform lighting level and to prevent glare. The tubes input terminals should be fixed inside a terminal strip provided on the end of the metal reflector shade.</p> <p>The table should be provided with frosted glass partition-frosted on one side to give soothing effect in the library hall besides avoiding interference from the readers seated on either side of the table.</p> <p>The glass partition should in two piece and held between three verticals supports( one each at both ends and one at the centre) made of .08m CRCA sheet and of size 500mm High x 100mm Wide x 20mm Deep, inside clad with 17 mm thick pre-laminated MDF board having groove for holding glass partitions. 17 mm thick board is also provided on the top and bottom of the glass for holding the same along the length of the table top.</p> <p>The table should be provided with foot rest making clear gap of 12mm from the floor level, for all the readers. Table side frame should be clad with 17mm thick pre-laminated board. Table should be provided 17 mm thick pre-laminated modesty of 280mm high along the length of the table and below table top to lessen disturbance to the persons on either side of the table. Steel welding wherever required, should be done by MIG welding process to Minimize distortion and for the deep penetration of the weld. All steel parts shall be pretreated in 4-step anti-corrosion treatment (degreasing, pickling, phosphating, and passivation) before being powder coated and baked in oven so as to achieve 40-45 micron thickness of the powder and a complete scratch resistant surface and superb finish.</p>	
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#### Item No. 22: Library Table

<p><b>LIBRARY TABLE</b></p> <p><b>Overall size : 1800mm L x 900mm D x 750mm Ht</b></p> <p>Table should be supplied in the Knock down form and to be assembled at the customer site. Top of the library Table should be made out of 25 mm thick PARTICLE BOARD. Front and rear long sides of the top should be post-formed with 0.6-0.8 mm thick laminate and sides should be protected with 2 mm thick PVC edge banding tape affixed with hot melt glue. Balancing laminate of 0.5mm thickness should be provided on the other side of table top. Two verticals support or gable end should be made out of 25 mm thick PARTICLE board and post-formed on both sides with 0.6-0.8 laminated. Modesty panel or front cover of 600mm high should be made of 17 mm thick pre-laminated PARTICLE board and to be fixed below the center of the table top. All the exposed sides or edges should be protected with 0.8 to 1mm thick PVC edge banding tape affixed with hot melt glue. Table top should be fixed to the gable ends and modesty panel with the help of mini fixtures and dowels. 4 no's nylon level adjusters to be provided at the bottom of table ends.</p>	
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**Item No. 23: 4-door bookcase with toughened glass**

**4-DOOR BOOKCASE WITH TOUGHENED GLASS**

**Overall Size: 914mm (W)x 315mm (D) x 1740mm (H)No. of**

**Doors & Shelve: Four**

**Door Size: 850mm (L) x 400 (H)**

**Toughened Glass Window Size 760mm (L) x270mm (H),Toughened glass thickness-4mm**

**Shelf Space Size: 910mm (W) x 295mm (D) x 330mm (H)**

The body should be made of 22 gauge CRCA sheet and the doors are made from 20 gauge CRCA sheet duly cut and bend with the help CNC machines .Each Door should be fitted with two stainless steel handles and door should be made from single sheet, welding on the front frame of the doors should not be acceptable. 5 Lever Cam Lock Swiveling & Sliding Back Mechanism. Door Operation should be noiseless and smooth by the use of special scissor mechanism for the effortless & controlled movement of doors even with a single hand. The manufacturing should be undertaken using Dies/Zigs and fixturesso as to achieve interchangeability, precision and a superb workmanship. Steel welding wherever required, should be done by MIG welding process to minimize distortion and for the deep penetration of the weld.

All steel parts shall be pretreated in 4-step anti-corrosion treatment (degreasing, pickling, phosphating, and passivation) before being powder coated and baked in oven so as to achieve 40-45 micron thickness of the powder and a complete scratch resistant surface and superb finish



**Item No. 24: library open book stacks double faced with top cover**

**LIBRARY OPEN BOOK STACKS DOUBLE FACED WITH TOP COVER**

**1. Main unit**


**2. Add on rack**

Library open book stacks double faced single Main unit of size 2285 x 975wx d 550 mm with 12 shelves and 12 book stoppers. main bracket 10 g, foot 14 g rest of the items in 20 g. Provided with top cover made out 22 g


Library open book stacks additional unit of size 2285 x 880 x 550 mm with 12 shelves and 12 book stoppers complete with a center pillar. main bracket 10 g, foot 14 g rest of the items in 20 g. Provided with top cover made out 22 g



**Item No. 25: Notice Board**

<b>NOTICE BOARD</b>		
(i)	3' x 2'	
(ii)	4'x 3'	
(iii)	5'x 4'	
(iv)	6'x 4'	
(v)	8'x 4'	
<p>The PIN UP Board is made up of soft but tough pin-up sheet 12 mm thick covered with velvet cloth and supported on the back with galvanized sheet of 0.6mm, on which the pin-up sheet is affixed under high pressure to prevent moisture penetration and to ensure reasonable flatness. The entire board shall be framed within a specially extruded aluminum channel with nylon corner edges.</p> <p>The board shall be fixed with square plates with + slots for mounting in horizontal or vertical directions as desired. Large size boards shall be affixed on the wall with special Z shaped brackets screwed into the wall to hold the frame on all directions and all sides.</p>		

**Item No. 26: Computer Table with Single Drawer**

<b>COMPUTER TABLE WITH SINGLE DRAWER</b> <b>Overall Size : 1050 mm x 600 mm D x 750Ht</b> <p>Table top should be made of pre-laminated board 1050 mm x 600 mm, 17 mm thick, All the exposed edges are to be protected with PVC lipping of 2 mm thickness affixed with hot melt glue. Full length keyboard of size 600mm L x 300mm D should be made of 17 mm thick pre-laminated board move on telescopic channel. The rear of the keyboard platform should be provided with a sheet metal protection against accidental fall of the keyboard. Table should be provided with single drawer unit made of 0.8mm CRCA sheet and moves on telescopic channels. Drawers should be duly lockable with cam lock. Frame: Top and bottom frame of the table shall be made from 50 x 25 x 1.2 mm rectangular pipe, horizontal pipe and vertical pipe shall be 25 x 25 x 1.2 mm CRCA square pipe. Sides of the table structure are clad with 22 G sheets without sagging. A chrome plated 32mm dia. round pipe provided for the foot rest. The table base has to 4 no. Level adjusters to provide for unevenness of floor. All steel parts shall be pretreated in 4-step anit- corrosion treatment (degreasing, pickling, phosphating, and passivation) before being powder coated and baked in oven so as to achieve 40-45 micron thickness of the powder and a complete scratch resistance surface and superb finish.</p>	
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### Item No. 27: Computer Table

#### COMPUTER TABLE

**Overall Size: 900 mm W x 600 mm D x 750 Ht**

Table top should be made of pre-laminated particle board 900mm x 600mm, 17mm thick. All the exposed edges are protected with PVC lipping of 1.5mm thickness affixed with hot melt glue. Full length keyboard tray should be made of 17 mm thick pre-laminated board. Keyboard tray of size 730mm Lx 300mm D should move on telescopic channel. The rear of the keyboard platform is provided with a sheet metal protection against accidental fall of the keyboard. The printer shelf must be minimum 12" clear below the keyboard shelf. Beneath the printer shelf is provided shelf for CVT/UPS and on right side of the same, depth provided for the shelf for CPU is 16".

Frame: Top and bottom frame of the table shall be made from 50 x 25 x 1.2 mm rectangular pipe and vertical pipes and horizontal pipe shall be 25 x25 x 1.2 mm CRCA square pipe. Sides of table structure are clad with 22 G sheets without sagging. A chrome plated 32 mm dia. round pipe provided for foot rest. The table base has 4 no. level adjusters to provide for unevenness of floor. All steel parts shall be pretreated in 4-step anti-corrosion treatment (degreasing, pickling, phosphating, passivation) before being powder coated and baked in oven so as to achieve 40-45 micron thickness of the powder and a complete scratch resistant surface and superb finish.



### Item No. 28: News Paper Stand

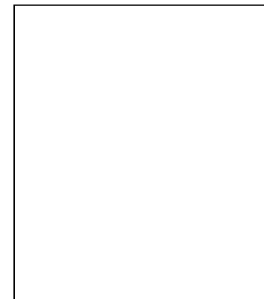
#### NEWS PAPER STAND

**Dimensions:** 1020mm (W) X 990mm (D) X 1490mm (H). Newspaper stand made of CRCA 18 gauge 25 mm square pipe. The V shaped angular tops are provided for keeping the reading newspaper on comfortable height and angle to read.

The sizes of the angular tops are 1020 x 600 mm made from 18 mm thick pre laminated MDF board. All the edges of the board are sealed with PVC tape with the help of hot melt glue. Each reading platform will cover the full page of the newspaper. In the center of the angular platforms, hinged steel strips provided on both sides to hold the newspaper from the center. A CRCA sheet support of 10 mm high x 10mm wide is provided at the lower edge of angular tops to avoid falling the newspaper.

A horizontal fixed shelf of size 940 x 560 mm is provided under the tops for keeping the books and belongings at the time of reading. Four nos. nylon level adjusters are fixed at the bottom for providing stability to the newspaper reading stand and to take care of floor irregularities.

Steel welding wherever required, is to be done by MIG welding process to minimize distortion and for the deep penetration of the weld. All the steel components are pre-treated for de-greasing, de-rusting and phosphating. After proper pre-treatment, the steel components are epoxy powder coated and oven baked at temp. Above 200 deg. C to provide scratch resistance surface coating film of thickness 45-50 microns.



## Item No. 29. Faculty Table with Side Table

### FACULTY TABLE WITH SIDE TABLE

Size: 1800mm Lx 900mm D x 750

Table should be supplied in the Knock down form and to be assembled at the customer site. Top of the Modular Table should be made out of 25 mm thick PARTICLE BOARD. Front and rear long sides of the top should be protected with 2 mm thick PVC edge banding tape affixed with hot melt glue. Balancing laminate of 0.5mm thickness should be provided on the other side of table top. Two verticals support or gable end should be made out of 25 mm thick pre-laminated PARTICLE board. Modesty panel or front cover of 600mm high should be made of 17 mm thick pre-laminated PARTICLE board. All the exposed sides or edges should be protected with 0.8 to 1mm thick PVC edge banding tape affixed with hot melt glue. Table top should be fixed to the gable ends and modesty panel with the help of mini fixtures and dowels. 4 nos nylon level adjusters to be provided at the bottom of gable ends.

Table should be provided with 3-drawer independent pedestal unit on Right Hand side. Overall Size of pedestal unit shall be: 450mm (Width)x 450mm (Depth) x 700mm (Height) Drawer pedestal unit shall be supplied in knock-down form and to be assembled at customer site. Drawer unit shall consist of two small and one big drawer. Drawer unit should be made of pre-laminated particle board of 17-18 mm thickness and balancing laminate on other side. Pedestal back and drawer bottom will be made of 8mm thick pre-laminated particle board. Fixing will be done by using mini-fixtures and dowels. All the exposed sides or edges should be protected with 0.8 to 1.00 mm thick PVC tape affixed

with hot melt glue. All drawers should move on telescopic channels of 400mm length. All drawers should be lockable with single key. Provided with four level adjusters.

#### **Side Table: overall Size: 900mm L x 500mmD x 700mm Ht**

Side Table should be supplied in the Knock down form and to be assembled at the customer site. Top of the Modular Side Table should be made out of 25 mm thick particle BOARD. Front and rear long sides of the top should be protected with 2 mm thick PVC edge banding tape affixed with hot melt glue. Balancing laminate of 0.5mm thickness should be provided on the other side of table top. Two verticals support or gable end should be made out of 25 mm thick particle. Modesty panel or front cover of 600mm high should be made of 17 mm thick pre-laminated particle board. All the exposed sides or edges should be protected with 0.8 to 1mm thick PVC edge banding tape affixed with hot melt glue. Table top should be fixed to the gable ends and modesty panel with the help of mini fixtures and dowels. 4 nos nylon level adjusters to be provided at the bottom of gable.



**Item No. 30: Glass Door Almira With Adjustable Shelves And Toughened Glass Door**

**GLASS DOOR ALMIRAH WITH ADJUSTABLE SHELVES AND TOUGHENED GLASS DOOR.**

**SIZE: Height 1970mms, Width 915mms, Depth 485mms**

1. Supply of Steel Almira big size manufactured from CRCA sheet conforming to IS: 513-1994 grade 'D' material. The CRCA sheet of uniform thickness of 22 gauge for the body and shelves, 20 gauge for doors frame duly cut and bend with the help CNC machines. The doors should be provided with 4mm thick toughened glass having high quality rubber beading on all four sides and further holding with sheet metal strips. Welding on the front frame of the doors should not be acceptable. The front twin door frame should be in single sheet with built in up and down cut outs of size 790mm x 290 mm for fitment of toughened glass. The doors are provided with 3 way bolting system. The top and bottom end of the locking rod should be horizontally hook type and to be inserted into the horizontal slot and 3-way lock should be operated by single key.
  2. The almira shall be equipped with four adjustable shelves manufactured from 22 gauge CRCA sheet, thereby making five compartments in the Almira. The steel shelf shall be capable of carrying a uniformly distributed load of 70 kgms.
  3. The almira shall be provided with three hinges for each door having removable hinge pins.
- The feet height/ground clearance shall be 127 mms approx. All the steel components should be pre-treated for de-greasing, de-rusting and phosphating. After proper pre-treatment, the steel components should be epoxy powder coated and oven baked at temp. Above 200 deg. C to provide scratch resistance surface coating film thickness 45-50 microns. Sample to be provided along with quotation.



**Item No. 31: Library News Paper Reading Stand –Wall Side**

**LIBRARY NEWS PAPER READING STAND –WALL SIDE**

**Dimensions: 1020mm (W) X 475mm (D) X 1490mm (H).**

Frame is made of 25 x 25 1.2mm thick CRCA pipe. Reading top is made of 17mm thick particle board. Duly power coated. The V shaped angular tops are provided for keeping the reading newspaper on comfortable height and angle to read. The sizes of the angular tops are 1020 x 600 mm made from 18 mm thick pre-laminated particle board. Provided with a shelf. Duly power coated.



**Item No. 32: Magazine Rack with Inside Storage**

**MAGAZINE RACK WITH INSIDE STORAGE**

**72" H x 36" W x 15" D**

Magazine rack made from pre-laminated particle board, having 15 nos Storage pockets for the front display. Each storage is provided with particle door with MS CRCA sheet handle. Old magazine and journals can be stored in the back storage.



**Item No. 33: 3 Seater Sofa**

**3 SEATER SOFA**

3 Seater Overall Dimension :- 1850mm L x 790mm D x 810m HT & Seatheight 400mm

Sofa seat and back are made from moulded PU foam. Provided withcovered sides seats and back are upholstered with PU leatherette. Frame is made from Stainless steel pipe.



**Item No. 34: 2 Seater Sofa**

**2 SEATER SOFA**

Overall Dimension :- 1250mm L x 790mm D x 810m HT & Seat height 400mm

Sofa seat and back are made from moulded PU foam. Provided withcovered sides seats and back are upholstered with PU leatherette. Frame is made from Stainless steel pipe.



**Item No. 35: 1 Seater Sofa**

**1 SEATER SOFA**

Overall Dimension :- 750mm L x 790mm D x 810m HT & Seat height400mm

Sofa seat and back are made from moulded PU foam. Provided withcovered sides seats and back are upholstered with PU leatherette. Frame is made from Stainless steel pipe.



**Item No. 36: Centre Table with Glass Top**

**CENTRE TABLE WITH GLASS TOP**

SS Frame + Glass Top



**Item No. 37: Side Table with Glass Top**

**SIDE TABLE WITH GLASS TOP**

SS Frame + Glass Top






**Item No. 38: Library Chair (Option-1)**

<b>LIBRARY CHAIR (OPTION-1)</b> <b>Description: Library Chair</b> Frame : MS powder coated Seat : Polished Ply	
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**Item No. 39: Library Chair (Option-2)**

<b>LIBRARY CHAIR (OPTION-2)</b> <b>Description: Library Chair</b> Frame : MS Chrome Seat : PP	
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**Item No. 40: Library Chair Without Arm (Option-3)**

<b>LIBRARY CHAIR WITHOUT ARM (OPTION-3)</b> Seat & Back: 11mm thick ply and cushioned with PU foam, fabric upholstery, frame 25 dia CRCA pipe. Provided with PU handles. Dulypowder coated.	
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**Annexure-II**

Performance Bank Guarantee Template

[Date]

To,

The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,  
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s \_\_\_\_\_ (hereinafter called “CONTRACTOR”) has supplied \_\_\_\_\_ (as per Bill of Material Specified in this Document) as per agreement/supply order No. \_\_\_\_\_ dated \_\_\_\_\_ signed between the HPSEDC (hereinafter called “Client”) and them and as per the agreement/supply order the M/s. \_\_\_\_\_ is supposed to furnish Performance Security for supply of \_\_\_\_\_ and maintain the same for a period of \_\_\_\_\_ years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, \_\_ (Bank Name) \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to \_\_\_\_\_. However, its validity can be got extended before \_\_\_\_\_ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and it will remain enforce up to \_\_\_\_\_ unless a demand in writing is received by the bank on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

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5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.
6. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2023. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 for Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure-III

Bank Guarantee (BG) Format for EMD

Date \_\_\_\_\_

To

The Managing Director,  
H.P. State Electronics Development Corporation Ltd., First Floor, IT  
Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s. \_\_\_\_\_ (hereinafter called "Bidder") has quoted against the Tender No: **SEDC/LMS/2K23-10321**

2. Invited by M/s H.P. State Electronics Development Corporation Ltd. (HPSEDC) towards supply of \_\_\_\_\_ is supposed to furnish Bank Guarantee the same valid for a period of 180 days.

3. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, \_\_\_\_ (Bank Name) \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.

4. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client/ HPSEDC having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to 180 days. However, its validity can be got extended before expiry of its validity solely at the instance of the HPSEDC. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.

5. Our responsibility under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and it will remain enforce up to \_\_\_\_\_ unless a demand in writing is received by the bank on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

6. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank

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guarantee or extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/ HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

7. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2023. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 for Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

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### **Latest instructions for bidders:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

### **Explanation—**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder has to provide following declarations (duly signed and stamped):

**Declaration 1 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

**Declaration 2 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

**Declaration 3 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

In case bidder is Himachal based company/ firm/ entity then the bidder should submit a self-declaration certificate regarding above mentioned Declaration 1, 2 and 3.

Note: Interested bidder may refer to Office Memorandum (F. No. 6/18/2019-PPD) dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Govt. of India for further details and all the requirements will be in accordance with this memorandum.