



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA

(Established under the Himachal Pradesh Act No. 16 of 2016)

**TENDER FOR SUPPLY, INSTALL/COMMISSIONING OF RFID SYSTEM
IN THE LIBRARY**

Himachal Pradesh National Law University, Shimla

TENDER FOR SUPPLY INSTALL/COMMISSIONING OF RFID SYSTEM IN THE LIBRARY AT HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA

- 1) Bids in sealed cover are invited for supply install/commissioning of RFID system in the library as per the specifications/conditions mentioned in the preceding paragraphs of the tender document at Himachal Pradesh National Law University Shimla. Please super scribe the above-mentioned Title, Ref. number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
- 2) The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
 - a) Bids/queries to be addressed to: **The Registrar, HPNLU, Shimla.**
 - b) Postal address for sending the Bids: **Near 16 Mile, Ghandal, Shimla 171014**
 - c) Telephone numbers of the contact Officer: **0177-2779803, 7876134894**
 - d) E-mail ids of contact personnel/Mob No.:- registrar@hpnlu.ac.in, storesection@hpnlu.ac.in
- 3) This RFP is divided into five Parts as follows:
 - a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c) **Part III** – Contains Standard Conditions of RFP, which will form part of the tender with the successful Bidder.
 - d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract/order with the successful Bidder
 - e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
- 4) **This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.**

Part I - General Information to Bidders

- 1) **Last date and time for depositing the Bids.** The sealed Bids should reach this office by 1300 hrs on 21.12.2024. The responsibility to ensure this lies with the Bidder.
- 2) **Manner of depositing the Bids.** The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as “Technical Bid”, and “Commercial Bid” as the bid may be. Sealed Bids then shall be put into third envelop for super scribed “Bids for Supply, Install/commissioning of RFID system in the Library” and should also bear the tender ref. no. HPNLU/Store/2024-25/Tender/04 dated 02.12.2024. The quotes are to be with your firm’s name, address, and official seal and ink-signed by an authorized representative of the Bidder. The same should be addressed to the, **The Registrar, Himachal Pradesh National Law University, Shimla** should be either be submitted by hand or may be send by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delays or non-delivery/ non-receipt of Bid documents.
- 3) **Time and Date for opening of Bids.** Technical Bids will be opened on 23 December 2024 at 1500 hrs. Commercial Bid opening will be intimated subsequently after approval of TEC.(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4) **Pre-Bid Queries.** The representatives of the firms may visit the University or can contact the official as mentioned above for any queries. The queries will only be addressed up to 20.12.2024.
- 5) **Two-Bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened whose technical Bids are found complete/ suitable after technical evaluation is done by the buyer.
- 6) **Technical Bid.** The technical evaluation will be done by checking the requisite documents as per **Appendix ‘A’**. The specifications of the items are placed at **‘Appendix B’**. The decision of Technical Evaluation Committee regarding the selection of items/models with any given specification will be final and no correspondence regarding the same will be entertained thereof. Commercial Bid of firm technically qualifying will only be considered for commercial bid opening.

- 7) **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than the dates specified above.
- 8) **Modification and Withdrawal of Bids.** A bidder may modify or withdraw its bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 9) **Clarification regarding contents of the Bids.** During evaluation and Comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post - bid clarification on the initiative of the bidder will be entertained.
- 10) **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post - tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 11) **Validity of Bids.** The Bids should remain valid till 180 days from the last date of submission of the Bids.

PART II - Essential Details to Bidders

1. **Schedule of Requirements.** The following are required to be supply/install in the Library within 14 Days of work order.

S.No	Item	Qty
1	RFID Tag	12,000
2	EM Tattle Tapes	12,000
3	Sticking Labels	12,000
4	Hybrid Gate	1
5	Staff station hybrid	1
6	Library FLAP Barrier	1
7	Hybrid Self Check	1
8	Hand Held Reader	1
9	Smart cards - Mifare	1000
10	Smart Card Printer System	1
11	Koha LMS	1
12	Job Works (Tagging + Installation + Training to the Library Staff)	1

Note: The quantity mentioned above may vary for certain items at the time of implementation as per the requirement of the department. The decision of the competent authority in this behalf will be final. For any increase or decrease in the purchase of items, the unit rate shall determine the actual payable amount. The quantity mentioned above for the respective phases or in totality may vary as per the requirement, and payment will be made as per actual.

2. **Technical Details.** As per Appendix 'A' attached with RFP. The technical bid should clearly indicate unconditional acceptance by the bidder of all clauses in the RFP. The technical bid would be evaluated based on the acceptance of RFP clauses and the compliance statement as per **Appendix 'A'**.

3. **Delivery Period -** The complete installation of the RFID system and training to the staff is to be completed within 14 Days of placing the supply/work order. Please note that tender can be cancelled unilaterally by the Buyer in case items are not received/installed within the stipulated delivery period. Extension of stipulated delivery period will be at the sole discretion of the Buyer, with or without applicability of LD clause.

4. **Delivery, Transportation and Installation:-**

- (a) All equipment will be installed at the Himachal Pradesh National Law University, Shimla campus
- (b) If the selected firm is unable to supply the material/successfully execute the work as per the order, then their Earnest Money will be forfeited.
- (c) The University reserves the right to inquire about the authenticity of the information provided.

- (d) It is implicit that the bidder has guaranteed that the equipment supplied is original and new, including all its components and as per technical specifications mentioned in the technical bid. All the hardware and software provided are licensed and legally obtained in the name of the Himachal Pradesh National Law University, Shimla.
- (e) The vendor is required to give demonstrations on the RFID systems and services, and also, the vendor may need to arrange a visit to the nearest site where RFID systems have been installed by them.
- (f) The vendor should provide technical training to all library professionals of the university.
- (g) This tender form is not transferable. This tender form alongwith covering letter should submit to the University along with technical and financial bids. Not tender will be considered unless and until all documents are correctly signed.

5. **Warranty & AMC**

- (a) The bidder is required to furnish a three-year comprehensive onsite warranty from the date of successful installation and commissioning.
- (b) A three-year warranty will start from the date of installation completion and satisfactory commissioning and acceptance.
- (c) The Company must be able to provide an all-inclusive Comprehensive Annual Maintenance Contract (CAMC) for the equipment beyond the Warranty Period for the next three years after the warranty period. The University would like to enter into a Comprehensive Maintenance Contract beyond the initial warranty period of three years with the vendor/manufacturer. The price for CAMC beyond three years must quoted separately.
- (d) The person attending the bid opening session should be delegated the appropriate Power of Attorney by the Company to sign the documents.

6. **Submission of Certified documents** :- The bidder shall submit the certified documents w.r.t PAC/OEM/ certificate, In case the bidder is a authorised Distributors/ Suppliers/ Dealers should furnish a clear declaration as follows:-

“I/We declare that I am/we are accredited agents of the suppliers aboard. A letter from the original company needs to be attached, stating that the vendor is their authorised agency for bidding/installation at the Himachal Pradesh National Law University, Shimla.

7. **Relocation**:- The supplier has to stand a guarantee for the relocation of supplied equipment once the permanent library building of the Himachal Pradesh National Law University, Shimla, gets ready for operation. The University will provide transportation of the equipment.

8. **Training**:-Bidders need to provide adequate training to the Library Staff of the Himachal Pradesh National Law University, Shimla, at their cost. The Himachal Pradesh National Law University, Shimla, will not bear any training expenditure

9. **Consignee details**:- The Registrar, Himachal Pradesh National Law University, Shimla.

10. **Delivery place**:- The Registrar, Himachal Pradesh National Law University, Shimla.

Part III - Standard Condition of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the tender/contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Arbitration.** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. The Vice-Chancellor, HPNLU, Shimla will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding in the jurisdiction of Shimla. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
2. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the tender/Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract.
3. **Performance bank Guarantee.** The vendor should provide a Performance Bank Guarantee (PBG) of the amount equivalent to 10% of the total project cost from any nationalized bank. The Performance Bank Guarantee is required for the entire warranty period. PBG must remain valid for a period of sixty days beyond the expiry of the warranty period. The PBG needs to submit with in 05 days of receipt of supply order.
4. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
5. **Non-disclosure of tender documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the tender or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

6. **Liquidated Damages.** In the event of the vendor failure to submit the Bonds, Guarantees and Documents, supply, install the stores/goods in stipulated time, the Buyer may, at his discretion, withhold any payment until the completion of the order/contract. The BUYER may also deduct the liquidated damages to the sum of 0.5% of the tender price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores. However, any delay beyond the specified period due to genuine reasons informed in writing can be condoned by the Himachal Pradesh National Law University, Shimla. It will also be open to the university to procure the required item(s) from any other source at the risk and expense of the firm.

7. **Termination of tender.** The Buyer shall have the right to terminate this tender in part or in full in any of the following cases:-

- (a) the successful bidder failing to duly and properly fulfill the order or committing breach of any of the terms and conditions of this order or repeatedly supplying goods liable to rejection here under or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contractor.
- (b) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (15 days) after the scheduled date of delivery.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.
- (e) The Buyer has noticed that the Seller has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (f) Unreasonable rates received.

8. **Notices.** Any notice required or permitted by the tender shall be written in the English language and may be delivered personally or may be sent by registered post, pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

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

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

11. **Amendments.** No provision of present tender shall be changed or Modified in any way (including this provision) either in whole or in part except by an instrument in writing by the tender concluding authority.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the tender selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the supply order, Buyer reserves the right to increase or decrease or add additional required item/quantity up to that limit without any change in the terms & conditions and prices quoted by the Seller and accepted by the buyer. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

2. **Payment terms.** The payment terms are as follows:-
 - (a) No advance payment will be made.
 - (b) Payment will be made by the HPPWD, Dhama Division, Shimla after satisfactory report received from the Library department, HPNLU Shimla on Successful Installation & Training to Staff against the submission of Delivery challans, Hardware Inspection Reports, Bills/Invoices, Equipment details, Factory Test Reports, OEM warranty support details, etc. and.
 - (c) It is mandatory to the supplier/vendor to indicate their bank account number and other relevant e-payment details so that payments can be made through NEFT.

3. **Risk & Expense clause.** In the event of the successful bidder/contractor to comply with the contractual obligations, The Registrar, HPNLU Shimla at his discretion, will be free to make alternative arrangement at the risk and expenses of the contractor on the prevailing market rates. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in future.

4. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its tender obligations, if the affected party within (07 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

5. **Inspection Authority.** The inspection of the items will be carried out by the Library Department of the University and only on acceptance the satisfactory certificate will be issued to the vendor/contractor for submitting bill for payment.

Part V - Evaluation Criteria & Price Bid issues of RFP

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:

- (a). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

- (b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the material/equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

- (c) The Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

- (d) The Lowest Acceptable Bid will be considered further for a Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award tender to L1 firm as a whole.

Sd/-
Registrar
HPNLU, Shimla

Schedule of Requirement of Technical Bid

Guidelines for Preparation of Technical Bid: The Technical Bid should contain following information and details so as to enable the board of officers assess the firms financially, technically and infrastructure/ resources wise to undertake the said job:-

- (a) Tender Cost Rs 1000/- in the form of DD in favour of "The Registrar, HPNLU, Shimla (Mandatory)
- (b) EMD of Rs. 75000/- (Rupees seventy five thousand only) in the form of DD in favour of "The Registrar, HPNLU, Shimla. The MSME firms are exempted for deposit the EMD provided the MSME Reg. Certificate is provided with the bid. (Mandatory)
- (c) GST Registration (Mandatory)
- (d) PAN copy (Mandatory)
- (e) Income Tax returns of previous three financial year. (Mandatory).
- (f) Details of Average Gross Turnover of Rs 2 crore last three financial years with of the firm as evident from the audit statement duly authenticated by Chartered Accountant.(Mandatory)
- (g) Experience in the form of satisfactory installation in about minimum 5 Universities/Libraries. (Mandatory)

I hereby undertake that I have gone through the tender document and I accept all the clauses in the RFP.

Name of the Agency:- _____

Name of the Bidder:- _____

Signature & Stamp of Agency:- _____

PARTICULARS TO BE FILLED BY THE BIDDER	
1.NameoftheSupplier/Company	
2. Establishment year of the company(attach Proof)	
3.CompleteAddressoftheSupplier:	
4.Details of key top officials/ authorized officials(attach details)	
5.Whether OEM/representing the foreign principle (attach a copy of certificate/authorisation)	
6. Availability for a demonstration of instruments at the HPNLU Campus[Pleaseput√]	Yes /No
7.Details of tie-ups for supply/services, if any(attach details, agreements, escalation matrix)	
8.Current list/ addresses of clients where similar equipment have been supplied and successfully working	
9.Tender Cost enclosed a.) Name of the Bank b.)Amount in INR c.)Demand Draft No. d.)Last Validity date of the enclosed DD	Yes/No
10. Earnest Money Deposit enclosed: [Please put√]ifYes, a.) Name of the Bank b.)Amount in INR c.)Demand Draft No. d.)Last Validity date of the enclosed DD	Yes /No
11. Communication details of the concerned contact person to whom all references shall made regarding this tender enquiry. a.)Full Name: b.) Complete Postal Address: c.)Telephone No.: d.)Fax No.: e.)Mobile No.: f.)E-mail: g.)Website Address:	
12. Details of the gross income of the firm as evident from the Audited Statement duly authenticated by Chartered Accountant (attach proof)	2021-22, 2022-23, 2023-24 Average:
13. Income Tax returns of previous three financial years(attachcopies)	2021-22, 2022-23, 2023-24
14.DetailsofTAN/PAN.(attach copy)	
15.GSTRegistrationdetails(attach copy)	
16. The Tender Document is signed on all pages and stamped	Yes/No
17.Servicecentreinandaround Himachal Pradesh	Details
18. Affidavit on non-judicial Stamp paper ofRs.100/that no Vigilance/CBI case is pending against the firm	Yes/No
Undertaking: I am/we are certified that all the above information is correct to the best my/our information, knowledge and belief.	
Date:..... Place:..... Signature of the Tenderer, Along with the Name & Stamp of the Company

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL
BIDDER RTGS/National Electronic Fund Transfer(NEFT) Mandate Form**

1.Name of the Bidder	
2.TAN/PAN	
3ParticularsofBankAccount a) Name of the Bank b) Name of the Branch c) Branch Code d) Address e) City Name f) Telephone No g) NEFT/IFSC Code h) RTGS Code i) Digit MICR Code appearing on the cheque book j) Type of Account k) Account No.	
4Emailidofthe Bidder	
Note: - Please attach the original cancelled cheque along with the RTGS/National Electronic Fund Transfer (NEFT)Mandate Form.	