



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA
16 MILE, SHIMLA-MANDI NATIONAL HIGHWAY, GHANDAL
DISTRICT SHIMLA, HIMACHAL PRADESH-171014

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Website: <http://hpnlu.ac.in>

No.: Reference No: HPNLU-B(15)-112(tender)/2019-2580

Dated: 07-03-2020

Subject: Supply and Installation of All in One (AiO) i7 & i5 desktops, Laptops and Printing Machines etc., for Himachal Pradesh National Law University, Shimla

The Competitive item-wise tenders are invited in sealed covers for supply of i7 & i5 desktops, Laptops and Printers etc., for Himachal Pradesh National Law University, Shimla. Each envelop should contain eligibility bid / pre-qualification bid, technical bid and commercial bid separately and all these three envelopes must be contained in a large sealed cover bearing a super scription on the top portion of the main cover of the envelop **“Tender/bid for the supply of i7 & i5 desktops, Laptops and Printing Machines etc., for Himachal Pradesh National Law University, Shimla.”** The other criteria for submission of tender are as under

ELIGIBILITY CRITERIA FOR BIDDERS

- a. The Fee of Tender of Rs 1000/- may be deposited in shape of Demand draft in favour of “The Registrar, Himachal Pradesh National Law University, payable at Shimla”
- b. The bidder shall have to furnish Rs 88510/- as earnest money deposit (EMD) which should be submitted in the form of bank draft/FDR in the name of Registrar, Himachal Pradesh National Law University. However, exemption in depositing EMD is applicable for MSME registered firms. The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.
- c. The tenderer must have its own office and must have a service agent stationed local area in Himachal Pradesh, and **the tenderer is required to furnish certificate in this behalf.** Tenderer should provide escalation matrix for their sales & support function. The vendor must have a strong telephone/web based customer care cell and complaint registration mechanism.
- d. A copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates.
- e. The tenderer shall have to attach the details of its Company as per **Annexure-A.**
- f. The tenderer shall have to attach OEM authorization form as per **Annexure- B** (Authorization to be taken from the hardware OEM).
- g. The Bidder should have one of the Following or Similar single order valuation up to 80% of the total project cost in the last 3 Years.
Or
- h. The Bidder should have Following Similar two orders valuable up to 60% of the total project cost in the last 3 Years.
Or
- i. The Bidder Should Have Following Similar three order valuable up to 40% of the total project cost in the last 3 Years.
- j. The tenderer must have a turnover of **Rs. 1 Crores** consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant.

Note: The bidder will have to produce the original documents at Sl. No. a to j (as above) as and when demanded.

The tenderer would be required to adhere to the following criteria in technical bid.

Details of equipment's and Minimum Technical Specifications/requirement to be empaneled/ procured are given as under: -

Required quantity: AiO i7 Desktops (Qty. 2 nos. approximately) & AiO i5 Desktops (Qty. 52 nos. approximately)

Note:- Quantity can be increased or decreased at the discretion of Himachal Pradesh National Law University, Shimla

Intel Core i7 & i5 AiO Specifications	
Processor	Intel
Processor Make	Intel
Processor Generation	9
Number of Cores per Processor	4
Processor Base Frequency (GHz)	3.7
Processor Description	Intel i7-9850 and Intel i5-7600
Processor Number	Intel i7-9850 and Intel i5-7600
Out of Band Management	Intel vPro
Cache (MB)	8
Motherboard	
Chipset Series	Intel Q Series
Chipset Number	Intel Q 370
Expansion Slots (M Dot 2)	2
Graphics	
Graphics Type	Integrated
Graphic Card Description	UHD 630
Size of Memory in Case of Dedicated Graphic Card (GB)	0
Size of VRAM in case of Integrated Graphics (MB)	128
Operating System	
Operating System (Factory Pre-Loaded)	Windows 10 Professional
Recovery Image Media	CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line / Cloud,
OS Certification	Windows
Memory	
Type of RAM	DDR4
RAM Size (GB)	8
RAM Speed (MHz)	2666
Total Numbers of DIMM Slots Available	2
Number of DIMM Slots populated	1
RAM Expandability up to(using spare DIMM Slots in GB)	64
Storage	
Type of Drives used to populate the Internal Bays	HDD
Number of Internal Bays populated with HDD	1

Capacity of each HDD (GB)	1000 @7200 rpm
Total HDD Capacity (GB)	1000
Number of Internal Bays populated with SSD	0
Capacity of each SSD (GB)	0
Total SSD Capacity (GB)	0
Optane Memory (GB)	0
Display	
Display Size (INCHES)	23.8
Display Type	Non-Touch
Panel Technology	IPS
Display Resolution (PIXELS)	1920x1080
Availability of Webcam integrated with Display	Yes
If yes, Resolution of Webcam	FHD
Availability of Speakers integrated with Display	Yes
If Yes, Number of Speakers available	2
Connectivity	
Wireless Connectivity	Yes
If Yes, Type of Wireless Connectivity	Wi-Fi 802.11ac
Number of Ethernet Ports	1
Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port
Bluetooth Connectivity	Yes
If Yes, Version of Bluetooth Available	4.2
Ports	
Number of USB Version 3 point 0/ 3 point 1, Gen 1 Ports	4
Number of USB Type C Ports	1
Number of Serial Ports	0
Number of VGA Ports	0
Number of HDMI Ports	1
Number of DP Ports	1
Generic	
Optical Drive	DVD R/W
Audio-in	Yes
Audio-out	Yes
Headphone out	Yes
Microphone-in	Yes
Stand	Standard
Power	
Power Supply	External
Power Supply Capacity (Watt)	150
Minimum Power Efficiency Range (%)	85 - 90
Certification	
BIS Registration under CRS of Meity	Yes
BIS Registration Number and its Validity	R-41092037
ROHS Compliance	Yes
BEE/ Energy Star for the given Model	Yes
Other Certification Available	UL, CE,FCC
Input Devices	
Mouse Connectivity	Wired
Type of Mouse	Optical Scroll
Keyboard Connectivity	Wired
Type of Keyboard	Standard

Operating Conditions	
Minimum Operating Temperature	5 degree Celsius
Maximum Operating Temperature	35 degree Celsius
Minimum Operating Humidity (%RH)	5
Maximum Operating Humidity (%RH)	90
Warranty	5 years
Screen Size	23.5 inch TFT LED HD Resolution or better with relevant
	TCO Certification

Laptop Specifications	
Processor Make	Intel
Processor Generation	8
Number of Cores per Processor	4
Processor Base Frequency (GHz)	1.6
Processor Description	Intel Core i5
Processor Number	Intel Core i5 8250U
Out of Band Management	NA
Cache (MB)	6
Construction	
Form Factor	Standard
Chassis Material	Alluminium
Hinges	Metallic
Motherboard	
Expansion Slots (M Dot 2)	1
Graphics	
Graphics Type	Integrated
Graphic Card Description	UHD 620
Size of Memory in Case of Dedicated Graphic Card (GB)	0
Size of VRAM in case of Integrated Graphics (MB)	128
Operating System	
Operating System (Factory Pre-Loaded)	Windows 10 Professional
Recovery Image Media	CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line / Cloud
OS Certification	Windows
Memory	
Type of RAM	DDR4
RAM Size (GB)	8
RAM Speed (MHz)	2400
Total Numbers of DIMM Slots Available	2
Number of DIMM Slots populated	1
RAM Expandability up to(using spare DIMM Slots in GB)	16
Storage	
Type of Drives used to populate the Internal Bays	HDD
Number of Internal Bays populated with HDD	1
Capacity of each HDD (GB)	1000 @5400 rpm
Total HDD Capacity (GB)	1000
Number of Internal Bays populated with SSD	0

Capacity of each SSD (GB)	0
Total SSD Capacity (GB)	0
Number of Internal Bays populated with SSHD	0
Capacity of each SSHD (GB)	NA
Total SSHD Capacity in addition to 8 GB Flash (GB)	0
Number of Internal Bays populated with SSED	0
Capacity of each SSED (GB)	0
Total SSED Capacity (GB)	0
Optane Memory (GB)	0
Connectivity	
Wireless Connectivity	Yes
If Yes, Type of Wireless Connectivity	Wi-Fi 802.11ac
Number of Ethernet Ports	1
If available, Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port
Bluetooth Connectivity	Yes
If Yes, Version of Bluetooth Available	4.2
Ports	
Number of USB Version 2 Point 0 Ports	1
Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	2
Number of USB Version 3 point 1, Gen 2 Ports	0
Number of USB Type C Ports	0
Number of Serial Ports	0
Number of VGA Ports	0
Number of HDMI Ports	1
Number of DP Ports	0
Number of Thunderbolt Port	0
Display	
Display Size (Inch)	14
Display Type	Non Touch
Display Technology	LED HD Backlit
Panel Technology	TN
Display Resolution (Pixels)	1366x768
Availability of Webcam integrated with Display	Yes
If Yes, Resolution of Webcam	HD
Infra Red Webcam	No
Miscellaneous	
Optical Drive	NA
Type of Optical Drive	N/A
Internal Speaker (Dual)	Yes
Audio-in	Yes
Audio-out	Yes
Headphone out	Yes
Microphone-in	Yes
Type of Keyboard	Standard with Rupee Symbol
Backlit Keyboard	No
Spill Resistant Keyboard	No
Pointing Device/Touchpad	Touchpad with multi-touch gestures enabled
Finger Print Reader	Yes

Hardware Trusted Platform Enabled	Yes
Carry Case	Yes
If Yes, Type of Carry Case	With Shoulder Strap
Security Lock Slot	Yes
If Yes, Availability of Cable Lock	No
Weight (Including Battery) (Kilogram)	1.52
Power	
Battery Type	Integrated
Battery Chemistry	Li - ion
Battery Capacity (Watt Hour)	41
Battery Backup Time (Hours)	12
Certification	
BIS Registration under CRS of Meity	Yes
BIS Registration Number and its validity	R-41000949
BEE / Energy Star for the given Model	Yes
ROHS Compliance	Yes
Other Certifications available	UL,CE,FCC
Operating Conditions	
Minimum Operating Temperature	0 degree Celsius
Maximum Operating Temperature	35 degree Celsius
Minimum Operating Humidity (%RH)	10
Maximum Operating Humidity (%RH)	90
Warranty	
Battery Warranty	3
On Site OEM Warranty (Year)	3

Printing Machine Black & White	
Sr. No.	Specifications
1	System speed A4 Up to 36 ppm
2	System speed A3 Up to 18 ppm
3	Autoduplex speed A4 Up to 36 ppm
4	1st page out time A4 4.3 sec.
5	Warm-up time Approx. 20 sec. ¹
6	Imaging technology Laser
7	Toner technology Simitri® HD polymerised toner
8	Panel size/resolution 7" / 800 x 480
9	System memory 2,048 MB / 4,096 MB (standard/max)
10	System hard drive 250 GB (standard)
11	Interface 10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac (optional)
12	Network protocols TCP/IP (IPv4 / IPv6); SMB; LPD; IPP; SNMP; HTTP
13	Automatic document feeder (optional) Up to 100 originals; A6-A3; 35-128 g/m ² ; RADF
14	Printable paper size A5-A3; customized paper sizes
15	Printable paper weight 60-220 g/m ²

16	Paper input capacity 1,100 sheets / 3,600 sheets (standard/max)
17	Manual bypass 100 sheets; A6-A3; custom sizes; 60-220 g/m ²
18	Finishing modes (optional) Offset; Group; Sort; Staple; Punch; Half-fold; Letter-fold; Booklet
19	Automatic duplexing A5-A3; 60-209 g/m ²
20	Output capacity Up to 250 sheets / up to 3,300 sheets (standard/max)
21	Stapling output capacity Max. 100 sets
22	Stapling Max. 50 sheets or 48 sheets + 2 cover sheets (up to 209 g/m ²)
23	Letter fold Max. 3 sheets
24	Letter fold capacity Max. 30 sets; unlimited (without tray)
25	Booklet Max. 20 sheets or 19 sheets + 1 cover sheet (up to 209 g/m ²)
26	Duty cycle (monthly) Rec. 20,000 pages; Max. ² 48,000 pages
27	Booklet output capacity Max. 20 booklets; unlimited (without tray)
28	Toner lifetime Black up to 23,000 pages
29	Imaging unit lifetime Black up to 110,000/600,000 pages (drum/developer)
30	Power consumption 220-240 V / 50/60 Hz; Less than 1.50 kW
31	System dimension (W x D x H) 585 x 660 x 735 mm (without options)
32	System weight Approx. 56.5 kg (without options)

Printer with Duplex	
Cartridge Technology	Separate toner and drum
Printing Technology	Laser
Type of Printing	Mono
Paper Size	A4
Print Speed per minute as per ISO/IEC 24734 in (A4) Size - Mono	28
Print Speed per minute as per ISO/IEC 24734 in (A4) - Color	0
Resolution (Dpi)	1200x1200
Memory (MB)	256
Hard Disk Capacity (GB)	0
Processor Speed	800 MHz
Duplexing Feature	Yes
Duplex Print Speed (IPM)	18
Network Connectivity	Yes
Network Interface, if available	Ethernet 10/100
Wireless Connectivity	Yes
If Yes, Type of Wireless Connectivity	Wireless (802.11 b/g/n)
USB Port	Yes
Number of Main Paper Trays	1
Each Main Paper Tray Capacity	250
Bypass Tray Facility	Yes
If Yes, Bypass Tray Capacity	10

Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	1000
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black	23000
Duty Cycle (No of Prints/month)	30000
Other Certifications Available	UL,CE
Dimensions(In mm x mm x mm)	360X400X220
Weight (In kg)	6.8
On site OEM warranty (Years)	1

MFD Printer

Print Technology	Laser
Type of Machine	Multifunction Machine
Type of Printing	Mono
Cartridge Technology	Separate Drum and Toner(Mono Component)
Developer Unit	No
Platen/Flatbed Size	A4
Paper Size (Original/Image)	A4/ A4
RAM size (MB)	256
Hard Disk Capacity(GB)	0
Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	30
Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour	0
Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono	0
Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour	0
Scanning Feature Availability	Yes
Duplexing Feature Availability	Yes
Faxing Feature Availability	yes
Speed of Fax, If Fax Feature is available	33.6 kbps
Networking Feature Availability	Yes
If yes, Type of Network Interface	Ethernet 10/100/1000
Wi-Fi Availability	Yes
If yes, Wi-Fi Type	Wi Fi Direct
Original Document Feeder Type	ADF
Feeder Capacity (Number)	40
Number of Main Paper Tray	1
Each Main Paper Tray Capacity (Number)	250
Bypass Facility	Yes
If Yes, Bypass Tray Capacity	1
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan colour (Number of prints)	0
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow colour (Number of prints)	0
Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magenta colour (Number of prints)	0

Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	1500
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Cyan (Number of Prints)	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yellow (Number of Prints)	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Magenta (Number of Prints)	0
Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black (Number of Prints)	10000
Duty Cycle (No of Prints/month)	30000
Minimum Operating Temperature (Degree C)	10
Maximum Operating Temperature (Degree C)	32
Minimum Operating Humidity (%RH)	20
Maximum Operating Humidity (%RH)	80
BIS Registration under CRS of Meity	Yes
BIS Registration Number	R41004173
Other Certifications Available	CE
Dimension (mm x mm x mm)	401*396.80*365.10
Weight (Kg)	11.45
On Site OEM Warranty (Year)	1

Colored Printing Machine	
Sr. No.	Specifications
1	System speed A4 Up to 36/36 ppm (mono/colour)
2	System speed A3 Up to 18/18 ppm (mono/colour)
3	Auto duplex speed A4 Up to 36/36 ppm (mono/colour)
4	1st page out time A4 4.6/6.1 sec. (mono/colour)
5	Warm-up time Approx. 12/13 sec. (mono/colour) ¹
6	Imaging technology Laser
7	Toner technology Simitri® HD polymerised toner
8	Panel size/resolution 10.1" / 1024 x 600
9	System memory 8,192 MB (standard/max)
10	System hard drive 256 GB SSD (standard) / 1 TB SSD (optional)
11	Interface 10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac (optional)
12	Network protocols TCP/IP (IPv4 / IPv6); SMB; LPD; IPP; SNMP; HTTP(S); Bonjour
13	Automatic document feeder (optional) Up to 100 originals; A6-A3; 35-163 g/m ² ; RADF or Dual scan ADF available
14	ADF double feed detection Standard (with dual scan ADF)
15	Printable paper size A6-SRA3; customized paper sizes; banner paper max. 1,200 x 297 mm
16	Printable paper weight 52-300 g/m ²
17	Paper input capacity 1,150 sheets / 6,650 sheets (standard/max)
18	Paper tray input (standard) 1x 500; A6-A3; custom sizes; 52-256 g/m ² 1x 500; A5-SRA3; custom sizes; 52-256 g/m ²

19	Paper tray input (optional) 1x 500 sheets; A5-A3; 52-256 g/m ² 2x 500 sheets; A5-A3; 52-256 g/m ² 1x 2,500 sheets; A4; 52-256 g/m ² 1x 1,500 + 1x 1,000 sheets; A5-A4; 52-256 g/m ²
20	Large capacity tray (optional) 1x 3,000; A4; 52-256 g/m ²
21	Manual bypass 150 sheets; A6-SRA3; custom sizes; banner; 60-300 g/m ²
22	Finishing modes (optional) Offset; Group; Sort; Staple; Punch; Half-fold; Letter-fold; Booklet
23	Automatic duplexing A6-SRA3; 52-256 g/m ²
24	Output capacity Up to 250 sheets / up to 3,300 sheets (standard/ max)
25	Stapling output capacity Max. 100 sets
26	Stapling Max. 50 sheets or 48 sheets + 2 cover sheets (up to 209 g/m ²)
27	Letter fold Max. 3 sheets
28	Letter fold capacity Max. 30 sets; unlimited (without tray)
29	Booklet Max. 20 sheets or 19 sheets + 1 cover sheet (up to 209 g/m ²)
30	Duty cycle (monthly) Rec. 33,000 pages; Max. ² 175,000 pages
31	Booklet output capacity Max. 20 booklets; unlimited (without tray)
32	Toner lifetime Black up to 28,000 pages CMY up to 28,000 pages
33	Imaging unit lifetime Black up to 225,000/1,000,000 pages (drum/developer)
34	CMY up to 105,000/1,000,000 pages (drum/developer)
35	Power consumption 220-240 V / 50/60 Hz; Less than 1.58 kW
36	System dimension (W x D x H) 615 x 688 x 779 mm (without options)
37	System weight Approx. 84.0 kg (without options)

Colored Duplex Identity Card Printer (Specification)

1. Print mode: 300dpi colour dye sublimation, monochrome thermal printing and rewritable technology. Card types/thickness: CR80/CR79 PVC ISO blank cards, HiCo magnetic stripe, smart cards, self-adhesive, rewritable and Holo Patch cards. 0.51mm to 1.02mm (0.020" to 0.040").
2. Printing performance: 100 full colour card/hour
3. Card capacity: 100 card input / 30 card output
4. Includes 1 year Manufacturer warranty on printer

Spiral Binding machine

1. Photo Laminator, Compact & Portable
2. Ideal for laminating I.D. Cards, Certificates, Office documents etc
3. 4 Roller, Carrier free lamination, Bubbles free lamination
4. Hot & Cold lamination, Adjustable temperature

1. The commercial bid must specify the rate separately for supply of i5 & i7 desktops, Laptops and Printing Machines etc., for Himachal Pradesh National Law University, Shimla, specification as given in the technical bid and it also should specify the amount of GST which would be chargeable, the rate must be specified including GST.
2. The commercial bid must contain a clear-cut stipulation to the effect that the warranty for i5 & i7 desktops, Laptops and Printers would be comprehensive onsite warranty for a period of five years.
3. The quoted rates as approved after calling tender shall remain valid for the period of 1 (one) year from the date of award of tender/contract, so that the hardware will be purchased as per the additional future requirement.

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDERS/BIDS

Sr. No.	Particular	Date & Time
1.	Date of Publication:	16.03.2020 10.00 Hrs
2.	Document Download Start and end Date:	16.03.2020 upto 26.03.2020 Hrs
3.	Bid Submission Start and end Date:	16.03.2020 10.00 hrs upto 26.03.2020 17.00 hrs
4.	Physical Submission of EMD and cost of tender document on or before the time and date of submission of bids:-	27.03.2020 upto 17.00 Hrs
5.	Date of Technical Bid opening will be-	28.03.2020 3:00 PM

The commercial bids of those persons shall be opened who qualify in the Technical bids. The interested tenderers may also attend the process of opening the bids at the relevant date and time.

The interested tenderer shall furnish earnest money to the extent of 2% of the total amount of tender that too in the shape of a bank draft or FDRs from any recognized banking Institution and the successful tenderer shall have to furnish performance security to the extent of 5% of the total consideration amount of the contract in the shape of a bank guarantee or bank draft and also enter into a comprehensive agreement with the Registrar, Himachal Pradesh National Law University, Shimla

The tender received without any earnest money or after the last date, or not as per the requirement of this tender document, shall be liable to be summarily rejected and Himachal Pradesh National Law University, Shimla reserves every right to select or reject any or all the tender(s)/bid(s) received, without assigning any reason whatsoever. However, The Registrar, may, in view of facts and circumstances, relax any of the pre-qualification or technical criteria,

ELIGIBILITY CRITERIA FOR BIDDERS

- i. The fee of Tender of Rs 1000/- may be deposited in shape of Demand draft in favour of "The Registrar, Himachal Pradesh National Law University, payable at Shimla"
- ii. The bidder shall have to furnish Rs 88510/- as earnest money deposit (EMD) which should be submitted in the form of bank draft/FDR in the name of Registrar, Himachal Pradesh National Law University, However, exemption in depositing EMD is applicable for MSME registered firms. The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.
- iii. The tenderer must have its own office or must have a service agent stationed local area in Himachal Pradesh, and **the tenderer is required to furnish certificate in this behalf**. Tenderer should provide escalation matrix for their sales & support function. The vendor must have a strong telephone/web-based customer care cell and complaint registration mechanism.
- iv. A copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates.
- v. The tenderer shall have to attach the details of its Company in the format as per **Annexure-A**.
- vi. The tenderer shall have to attach OEM authorization form as per **Annexure- B** (Authorization to be taken from the hardware OEM).
- vii. The Bidder should have following similar one single order valuable up to 80% of the total project cost in the last 3 Years.
Or
- viii. The Bidder should have following similar two orders valuable up to 60% of the total project cost in the last 3 Years.
Or
- ix. The Bidder Should Have following similar three order valuable up to 40% of the total project cost in the last 3 Years.
- x. The tenderer must have a turnover of **Rs. 1 Crores** consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant.

Note: The bidder will have to produce the original documents at Sl. No. (i to x) (as above) as and when demanded.

COMMERCIAL / FINANCIAL BID

1. The commercial bid must specify the rate for supply and installation and Technical Support of Computer Hardware as given in the technical bid and it also should specify the amount of GST which would be chargeable. The rate must be specified including GST.
2. The commercial bid must contain a clear-cut stipulation to the effect that the warranty for Computer Hardware would be comprehensive onsite warranty for a period of three years including all spares etc.

3. The commercial bid must be contained in **BoQ Sheet** available with the uploaded tender documents.
4. The rates approved after calling tender shall remain valid for the period of 01 (one) year from the date of issue of supply order, so that the hardware may be purchased as per the additional future requirement.

OTHER TERMS AND CONDITIONS

1. INSTRUCTIONS TO BIDDER

- a) The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>.
- b) The bid is non-transferable.
- c) The bidder shall have to furnish Rs 88510/- as earnest money deposit (EMD) of the tender estimated cost which should be submitted in the form of bank draft or in shape of FDR in the name of "Registrar, Himachal Pradesh National Law University, Payable at Shimla". **However, exemption in depositing EMD is applicable for MSME registered firms.** The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.
- d) The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.
- e) The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.
- f) Copy of all documents at Sl. No. 1 to 8 as defined under Eligibility Criteria and **Annexures- A to D** should only be uploaded on the e-procurement website i.e. <https://hptenders.gov.in>. The original instrument i.e., tender fee and earnest money be sent to the office of "The Registrar Himachal Pradesh National Law University, Ghandal, Distt-Shimla-171014" in the envelop with **super scription** on the top "**Supply and Installation of All in One (AiO) i7 & i5 desktops, Laptop and Printing Machines etc.,**"
- g) The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid Documents must be submitted in an organized and neat manner. **All pages shall be serially numbered. Enclosures in the Technical Bid are to be uploaded alongwith following Check-List:**

S. No.	Description	Compliance (Y/N)	Refer Page No.
1.	Details of the Tenderer (Annexure-A)		
2.	OEM Authorization Form (Annexure-B)		
3.	Turn over Certificate duly issued by chartered Accountant		
4.	Work done /Work order certificate		
5.	Copy of Registration and Proof of registered office (Authorized Service Provider) in local area .		
6.	Commercial Proposal Submission Form (Annexure-C)		
7.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-D)		
8.	Authorization letter of the person involved in the bidding process.		

2. AMENDMENT OF TENDER DOCUMENT

- a) The Himachal Pradesh May, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- b) At any time prior to the submission of Bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the Tender Document.
- c) The corrigendum regarding amendments, if any, shall be published on e- procurement website i.e. <https://hptenders.gov.in> and on Himachal Pradesh National Law University's Official Website . Bidders are advised to periodically browse/ check these websites to find out any further Corrigendum/ Addendum/ Notice published with respect to this Tender. All such amendments shall be binding on them.

3. OPENING OF BIDS

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

4. EVALUATION OF BIDS

- a) The Tender Evaluation Committee constituted by the Himachal Pradesh National Law University, shall evaluate the Tenders. The decision of the Evaluation Committee in the evaluation of the Technical Bids and Commercial Bids shall be final. No correspondence will be entertained outside the process of

negotiation/ discussion with the Committee.

- b) Only technically qualified Bids will be processed for Financial/ Commercial Evaluation.
- c) Himachal Pradesh National Law University may call any or all Bidders for negotiation.

University may waive any minor informality or non-conformity or irregularity in a Bid.

5. AWARD OF CONTRACT

a) Award Criteria:

National Law University will award the Contract to the successful Bidder, on the basis of techno-commercial evaluation and it will not be binding upon the law University, to accept the lowest Bid. Law University reserves the right to award Contract to one or more Bidders.

b) Right to Accept/ Reject any Bid or all Bids:

Law University reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

c) Notification of Award:

Prior to the expiration of the period of Bid validity, Tendering Authority will issue Purchase/ Supply order to the successful bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract. The tenderer is to do the supply and installation of computer hardware within 30 days from the date of placement of Purchase Order. The successful tenderer has to enter into a comprehensive agreement, as per **Annexure-E**, with the Registrar Himachal Pradesh National Law University, Ghandal, Shimla. Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The agreement shall be executed within 15 days of issuance of the Purchase Order.

d) The Bid Security (EMD) may be forfeited:

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

6. DELIVERY AND INSTALLATION

The vendor has to deliver and complete the installation of product

within 30 days of issuance of purchase/ supply order. The supplied equipment shall only be opened in the presence of Officer/ Official designated and vendor's representative. Upon satisfactory installation of the equipment, Vendor should obtain installation report from the concerned Officer. The same shall be submitted along with the bills by the Vendor for payment.

7. PERFORMANCE BANK GUARANTEE

- a) The successful Bidder shall at its own expense submit within fifteen (15) days of the date of notice of award of the Contract or prior to signing of the Contract, whichever is earlier, an unconditional and irrevocable Performance Guarantee as per **Annexure-H** from a Nationalized or Scheduled Bank acceptable to the Tendering Authority, payable on demand, for the due performance and fulfillment of the Contract by the Bidder.
- b) The Performance Security will be for an amount equivalent to 5% of Contract value.
- c) The Performance Bank Guarantee shall be valid until the end of two months after the completion of the Contract with the successful Bidder.
- d) The Performance Bank Guarantee shall be discharged/ returned upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the Performance Bank Guarantee.
- e) In the event of the Bidder being unable to service the Contract for whatever reason, Tendering Authority would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the National Law University under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the National Law University as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The National Law University shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. WARRANTY

- a) The Computer Hardware should be under 3 (Three) years on site comprehensive warranty support service from the date of installation.
- b) The vendor should fulfill following conditions during warranty period:
 1. Vendor would provide the help-desk support services through telephone/ e-mail where users can lodge their

complaint.

2. During warranty period, any failure in the quoted Items, Components should be attended within maximum period of 1 working day and should be rectified within maximum of 5 days from the date of lodging of the complaint.
- c) On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of three years. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Performance Security Deposit while releasing the Performance Security Deposit.

9. PENALTY

- a) **Failure in maintaining the delivery and installation schedule** - 0.5% (Zero point five percent) per day subject to maximum of 15 days on the Purchase Order Value, thereafter the National Law University holds the option for cancellation of the Order and re-procure the same from any other Vendor at the cost of the supplier and forfeit the Earnest Money Deposit of the Vendor.
- b) **Maintenance during warranty period** - During the warranty period any failure in the equipment supplied/ any accessories thereof should be attended within maximum of One (1) working day and should be rectified within maximum period of Five (5) working days from the date of lodging the complaint. Thereafter penalty of 0.5% (Zero point five percent) per day on the Purchase Order Value of impacted machine shall be imposed and if the defect in the equipment's supplied/ any accessories thereof is repaired from elsewhere (in case of non-rectification of the failure within maximum of 5 days), the tenderer shall have to pay the charges of such maintenance/repair along with the penalty or it may be recovered from the Security Amount of Performance.
- c) **Replacement of the faulty system** - Any component, failing at system and subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime has crossed 15% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
- d) **Limitation of Liability** - Taking into consideration all the above cases, the total penalty that can be levied on the Vendor shall not exceed the purchase order value.

10. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE BID/ CONTRACT

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

11. PAYMENT TERMS AND CONDITIONS

The terms and conditions for making the payment shall be regulated as per **Rule 108 of the H.P.F.R, 2009**, an extract whereof is annexed as **Annexure- G**.

12. CORRUPT OR FRAUDULENT PRACTICES:

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

13. INDEMNITY:

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

The e-Bids submitted without any earnest money or after the last date, or not as per the requirement of this tender document, shall be liable to be summarily rejected and National Law University reserves every right to select or reject any or all the tender(s)/bid(s) received, without assigning any reason, whatsoever. However, The Registrar, may, in view of the facts and circumstances relax the technical criteria.

Encls: Annexures as above.

Registrar
Himachal Pradesh National Law
University, Ghandal Distt. Shimla -
171 014.

Bid Documents Checklist

S. No.	Description	Compliance (Y/N)	Refer No.	Page
1.	Details of the Tenderer (Annexure-A)			
2.	OEM Authorization Form (Annexure-B)			
3.	Turn over Certificate duly issued by chartered Accountant			
4.	Work done /Work order certificate			
5.	Copy of Registration and Proof of registered office (Authorized Service Provider) in local area .			
6.	Commercial Proposal Submission Form (Annexure-C)			
7.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-D)			
8.	Authorization letter of the person involved in the bidding process.			

Annexure A:**DETAILS OF TENDERER**

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

Sl. No.	Particulars	Details
a)	Name of the Company	
b)	Mailing Address	
c)	Telephone No.	
d)	Fax No.	
e)	Turn-over of the Company for 2015-2016, 2016-2017 and 2017-2018.	
f)	Whether direct manufacturer or Authorized Dealer	
g)	No. of Technical Personnel Employed	
h)	Particulars of any litigation pending in any Court or Judicial body, if any.	

Date:**Authorized Signatory:**

(Authorization to be taken from Hardware

OEM) Ref. No. _____

Date: _____

To

**The Registrar,
Himachal Pradesh National Law
University, Ghandal, Distt.
Shimla-171014.**

Subject: Tender reference No. HPNLU-B(15)-112(tender)/2019-2580

Sir,

Please refer to your Notice Inviting Tenders for supply and installation of supply and installation of Computer Hardware (Computer Desktops, Laptops, Printing Machines etc.)

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

M/S _____ continue as our business partner during years to come.

We undertake the following regarding the supply and installation of Computer Hardware (Computer Desktops, Laptops, Printing Machines etc.) as described in the said tender:

We confirm that the product(s) quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.

We also undertake that the support including spares, patches, and upgrades for the quoted products shall be available for 5 years from the signing of contract.

Yours faithfully,

(NAME)

(Name of Manufacturer)

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

Annexure-C

COMMERCIAL PROPOSAL SUBMISSION FORM (ON BIDDER'S LETTER HEAD)

Date: _____

Tender Document No. HPNLU-B(15)-112(tender)/2019-2580

To

**The Registrar,
Himachal Pradesh National Law
University, Ghandal, Distt. Shimla-
171014.**

Sir,

Please refer to your Notice Inviting Tenders for supply and installation of supply and installation of Computer Hardware (Computer Desktops, Laptops, Printing Machines etc.)

We have uploaded the Commercial bid in the format of Bill of Quantity (BOQ) sheet on the e-procurement website i.e. <https://hptenders.gov.in> Cost quoted in BoQ includes Supply, Installation and Technical Support etc.

Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal i.e. six months. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

Methodology -

1. Our Bid shall be valid for a period of **180 days** i.e **six months** from the last date fixed for submission of the bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and on acceptance it shall remain binding on us till the conclusion of the entire project.
2. If our Bid is accepted, we commit to submit a performance bank guarantee to the extent of 5% of the total tendered amount in accordance with the Bidding Documents.
3. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal comprehensive contract is executed;
4. We also understand that you can reject any bid without assigning any reason.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Yours sincerely

Name..... in the capacity of

Signed. **Dulyauthorized to sign the Application**

For and on behalf of

Stamp Seal

Annexure - D

LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the Registrar Himachal Pradesh National Law University, Ghandal, Distt. Shimla-14

To,

The Registrar,
Himachal Pradesh National Law University,
Ghandal, Distt. Shimla-171014

Sir,

Sub: - Out Bid for.....

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

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

We also understand that the Registrar General, National Law University of Himachal Pradesh, Shimla, is not bound to accept the Offer either in part or in full and the Registrar, Himachal Pradesh National Law University, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,

Authorized Signatories,

(Name & Designation, Seal of the Firm)

Date: -

Annexure-E

COMPREHENSIVE AGREEMENT

This agreement is made on this the ____ day of _____ between Himachal Pradesh National Law University , Shimla through its Registrar (hereinafter referred to as "Purchaser") AND M/s _____, through its Authorized Executive/ Personnel Shri/Ms. _____ (hereinafter referred to as "Tenderer"), as follows:

Whereas the Purchaser desirous of purchasing Computer Hardware for the Subordinate Courts in the State of Himachal Pradesh, had published Tender and in response the Tenderer accepting the terms and conditions set out in the Tender notice submitted bid which was accepted.

And whereas the Tenderer accepts the terms and conditions of Purchase/ Supply Order for delivery and installation of the computer hardware / equipment with comprehensive three (3) years warranty with onsite support at the total cost of Rs. _____/- only.

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

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

1. The tenderer is to do the supply and installation of supply and installation of Computer Hardware (Computer Desktops, Laptops and Printing Machines etc.) within 15 days from the date of placement of Purchase Order and if the installation does not get completed within stipulated time period, penalty as per terms and conditions of the Tender Document shall be imposed.
2. That the Tenderer agrees to assure the onsite warranty of product supplied against supply/ purchase orders No . _____ dated _____ w.e.f _____ to _____. However, warranty shall not cover damage from manual breakage, physical damage and natural calamities.
3. The Tenderer shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any defect that may develop under normal use of supplied hardware/ equipment during the Warranty period.
4. That Purchaser/ Himachal Pradesh National Law University, can lodge calls in respect of faults/defects in the purchased component or any part thereof at centralized telephone number OR email at mail-id
5. That the Tenderer agrees to attend the call within One (1) working day and to rectify the fault within maximum period of Five (5) working days from the date of lodging the complaint. Thereafter penalty of 0.5% (Zero point five percent) per day on the Purchase Order Value of impacted machine shall be imposed and if the defect in the equipment's supplied/ any accessories thereof, is got repaired from elsewhere (in case of non-rectification of the failure within maximum of 5 days), the tenderer shall pay the charges of such maintenance/repair along with

the penalty or it may be recovered from the Security Performance of amount.

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

**FOR AND ON BEHALF OF
PURCHASER**

**FOR AND ON BEHALF OF
TENDERER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

SIGNATURES:
NAME:
DESIGNATION:
DATE:

WITNESSES:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

Annexure-F:

PERFORMANCE SECURITY FORM

To,

The Registrar,
Himachal Pradesh National Law University,
Ghandal, Distt.Shimla-171014

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

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

1. In consideration of **The Himachal Pradesh National Law University** (hereinafter called "HPNLU") having agreed to exempt M/S _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of Tender No. _____ issued by the Himachal Pradesh National Law University for purchase of _____ for _____ from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for _____ on demand.

2. We _____ (Bank Name) a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at _____ and one of its branches at _____ do hereby undertake to pay INR _____, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the HPNLU. Any such demand made on the Bank by the HPNLU shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the HPHC and we _____, bound ourselves with all the directions given by HPNLU regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We _____ undertake to pay to the HPNLU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We _____, further agree that the performance guarantee herein contained shall remain in full force and effective up to ___/___/___ and that it shall continue to be enforceable for above specified period till all the dues of HPNLU under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the HPNLU certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We _____, further agree with the HPNLU that the HPNLU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the HPNLU against the said contractor(s) and to forbear or enforce any of the conditions of tender document for selection of the vendor for purchase of _____ for ___ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the HPNLU or any indulgence by the HPNLU to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us _____ (Bank Name) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We _____, lastly undertake not to revoke this guarantee except with the prior consent of the HPNLU in writing.
8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the HPNLU. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to INR _____.
9. It shall not be necessary for the HPNLU to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the HPNLU may have obtained or obtain from the contractor.
10. We _____, verify that we have a branch at _____. We undertake that this Bank Guarantee shall be payable at _____. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has /have full power(s) to execute this guarantee for the management delegation issued by the bank.

- 108. Advance or On Account payment to supplier.** - (1) Payment for services rendered or supplies made shall be released only after the services have been rendered or supplies made; provided that Advance or On Account payments may be made in the following cases, namely: -
- (a) to the contractors executing maintenance contracts for servicing of machinery and electronic equipments; and
 - (b) to the contractors executing fabrication contracts, or turn-key contracts.
- (2) Where it is essential to make advance payment under sub-rule (1), the amount shall not exceed the following limits, namely: -
- (a) thirty percent of the contract value to the private contractors; and
 - (b) forty percent of the contract value to a State or Central Government Organization or a Public Sector Undertaking;
- (3) Pro-rata on account payment upto 80% of the supplies made or service rendered may be made pending completion of contract, after assessing the same.
- (4) The Government may relax, the ceilings (including percentage laid down for advance payment) mentioned under sub-rules (2) and (3). While making any advance payment, adequate safeguards in the form of bank guarantee shall be obtained from the contractor.
- (5) Part payment to contractors may be released after he dispatches the goods from his premises depending upon the terms and conditions of the contract.