

HIMACHAL PRADESH TECHNICAL UNIVERSITY (HPTU) HAMIRPUR (H.P.) - 177 001

(A State Government University established by an act of Legislative Assembly of Himachal Pradesh)



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SHORT TERM

eTender Document for Supply, Installation, Maintenance and Support of CAMPUS LICENSE of MATLAB, SIMULINK, THINGSPEAK SOFTWARE (3-Years Subscription)

under

Technical Education Quality Improvement Programme (TEQIP-III)

(A WORLD BANK ASSISTED PROJECT)

CREDIT NO. - CR. 5874-0 IN

Tender Ref. No.	:	HPTU/TEQIP-III/2020/MLCL
Publishing Date	:	31/12/2020
Bid Submission Start Date	:	31/12/2020 at 05:00 PM
Last Date of Bid Submission	:	30/01/2021 till 10:00 A.M
Bid Opening Date	:	30/01/2021 at 10:30 AM

Tender Document can be downloaded from University's website www.himtu.ac.in whereas online Bids can be submitted only at Tendering Portal of Govt. of Himachal Pradesh www.hptenders.gov.in

Note: For subsequent changes, updates and corrigendum in respect of the Tender, the prospective bidders are advised to keep on visiting the above websites regularly.

Tender Document Fee = Rs. 2000/- (Rupees Two Thousand Only)

General Instructions

1. E-tenders in Two Bid format (Technical & Financial) are invited by the **Registrar, Himachal Pradesh Technical University, Daruhi Campus, Hamirpur** from interested, competent and professional firms.
2. Bids shall be submitted online only at Tendering Portal of Govt. of Himachal Pradesh website <https://www.hptenders.gov.in>.
3. The complete bidding process is online. Bidders should possess valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above.
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online" through the Tenders Himachal Pradesh Portal at <https://www.hptenders.gov.in>.
5. Bid documents may preferably be scanned with less than 300 dpi in black and white which may help in reducing size of the scanned documents/bid.
6. Original Documents of earnest money deposit and tender fee must be delivered to The Registrar, Himachal Pradesh Technical University, Hamirpur on or before last date/time of Bid Submission as mentioned above. Bids without EMD and tender fee will be summarily rejected. The scanned copy of the EMD and Tender fee must be attached in the technical bid submitted online. However, EMD is waived off to the OEM.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
8. Any future clarification and/or corrigendum(s) shall be communicated through the University website (www.himtu.ac.in), Procurement Portal at <https://www.hptenders.gov.in> or email as the case may be. The bidders are advised to regularly check the related websites to know about any/all such corrigendum(s) as may be released by the University.
9. Bidder should necessarily enclose a Check List of all documents as specified under Bid Index (5.2) along with page numbers.
10. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney (in case of partnership firm)/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
11. The competent authority of Himachal Pradesh Technical University, Daruhi, Hamirpur reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website. No representation will be considered after pre-bid meeting and bidders may ensure its queries only in pre-bid meeting. Himachal Pradesh Technical University, Daruhi, Hamirpur also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the

conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

12. The bidder shall pay the respective amount of Bid Security (EMD) Rupees Two Lacs only along with the Technical Bid by way of Demand Draft/Fixed Deposit/Bank Guarantee in favour of Finance Officer, Himachal Pradesh Technical University, Daruhi, Hamirpur drawn on any Nationalized Bank/ Scheduled Bank and payable at Hamirpur and must be valid for (6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for further consideration and evaluation at any stage.

s/d

Registrar
Himachal Pradesh Technical University,
Hamirpur (H.P.) – 177 001

SECTION-1

TECHNICAL BID

SUBMISSION FORM

TECHNICAL BID SUBMISSION FORM

Dated:

LETTER OF BID

(To be printed on Bidder's letterhead)

To

The Registrar,
Himachal Pradesh Technical University,
Daruhj, Hamirpur (H.P.) - 177001

Ref: Invitation for Bid No HPTU/TEQIP-III/2020/MLCL

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for **Supply, Installation, Maintenance and Support of CAMPUS LICENSE of MATLAB, SIMULINK, THINGSPEAK SOFTWARE (3-year subscription) and Perpetual Licences for Artificial Intelligence Lab** as per for Himachal Pradesh Technical University, Hamirpur and its affiliated Colleges.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of H.P or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. The check list of documents is also enclosed herewith.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

SECTION-2

INSTRUCTIONS TO THE BIDDERS

INSTRUCTIONS TO THE BIDDERS

2.1 GENERAL INSTRUCTIONS

- 2.1.1. For the Bidding / Tender Document Purposes, 'The Registrar, Himachal Pradesh Technical University, Daruhi, Hamirpur, HP' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' /Tenderer and / or Bidder or interchangeably.
- 2.1.2. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 2.1.3. Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client.
- 2.1.4. The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 2.1.5. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**
- 2.1.6. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, , or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 2.1.7. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the The Registrar, Himachal Pradesh Technical University, Daruhi, Hamirpur HP. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2.2 MINIMUM ELIGIBILITY CRITERIA FOR SELECTION OF BIDDERS TECHNICALLY

- 2.2.1. Bidder should be an IT/ITES firm/company registered in India under Companies Act 1956, for a minimum of 5 years.
- 2.2.2. Bidder should have valid GST and PAN Numbers.
- 2.2.3. Bidder should either be an OEM (Original Equipment Manufacturer) or authorised partner.
- 2.2.4. Bidder should have average annual turnover of Rs. 3 Crores and must be profitable during last 3 financial years (FY 2017-18, FY2018-19, FY 2019-20).

- 2.2.5. Bidder should have prior experience of executing the similar job of providing and installing the Matlab Software in 5 or more reputed Institutions/universities in India. **This clause is exempted to the OEM.** Partner Bidder has to enclose the list..
- 2.2.6. Bidder should be able to provide immediate onsite technical support within same day whenever required by HPTU.
- 2.2.7. Bidder should not have been blacklisted by any Central Government / State Government / PSU / Government Bodies / Education Institutions with regards to the works executed by it in the last five years as on last date of submission of the bids.

Bidders need to submit all the relevant documents and proof establishing their eligibility along with online Bid in the order as mentioned below:

Annexure – ‘I’ (Technical Bid)

Documents to be furnished in support of Eligibility Criteria: Please refer Section 5.2 (Bid Index)

Annexure – ‘II’ (Financial Bid)

Format of Financial Bid for Campus Licenses of MATLAB and the same has to be uploaded on the portal by the bidder:

S. No.	Offer Display Name	Quantity	Unit Price /Year	GST (Rs.)	Sub-Total (Rs.) / Year
1.	MathWorks Campus Wide Suite – Annual Subscription with complete toolbox list as per Annexure-A	1 Lot			
2.	THINGSPEAK	10 Units			
3	Perpetual Licences for Artificial Intelligence Lab as per Annexure-B	20 Users			
Total Cost for One year (1+2+3)					
Total Cost for Three Year inclusive GST					

Total Cost for One Year (in Words): INR _____

Total Cost for Three Year (in Words): INR _____

Initially, the licenses shall be procured by the University for One year. Further subscription and renewal of licenses for another two years depends upon the requirement of the University and funds availability.

It is hereby clarified that the total prices quoted by the Bidder should include the required features/functionality and must ensure the delivery and maintenance of following goods & services during the contract period:

2.3 EARNEST MONEY DEPOSIT:

- 2.3.1 This bids should be accompanied by an Earnest Money Deposit (EMD) of **Rs. Two Lac only** in the form of Bank Guarantee/Fixed Deposit of any nationalized bank. The validity of the Bank Guarantee/Fixed Deposit must be up to 6 (six) months starting from the last date of

submission of the bids. The Bank Guarantee / Fixed Deposit shall be in favour of Finance Officer, Himachal Pradesh Technical University, Daruhi, Hamirpur.

- 2.3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 2.3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 2.3.4 Original Copy of earnest money deposit and tender fee etc. must be delivered to Himachal Pradesh Technical University, Daruhi, Hamirpur on or before last date/time of Bid Submission as mentioned above. Bids without EMD and tender fee will be summarily rejected. The scanned copy of the EMD and Tender fee should be attached in the technical bid submitted online.
- 2.3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 2.3.6 **The bid security may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

2.4. VALIDITY OF BIDS

- 2.4.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
- 2.4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

2.5. Submission OF BIDS

- 2.5.1 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information and documents in support of the minimum eligibility criteria, Valid EMD of requisite amount and cost of tender document.

The Bidders shall submit and upload required documents, information required as per tender document. It should contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in pdf format with less than 300 dpi with black and white option. The scanned documents should be clear and legible.

2.5.2 **Financial Bid:** It shall contain financial bid / BoQ uploaded in .xls format which will be available for Bidder on website <https://hptenders.gov.in> online. The financial bid / BOQ will be opened only of those Bidders who qualify Pre-qualification/Eligibility Bid criteria/technical evaluation. Financial Bid /BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation. It may be noted that the Gross Price including Supply, Installation, Maintenance and Support charges for all the three years taken together shall be clubbed for the purposes of arriving at the L1 Bidder(s).

2.6 BID OPENING PROCEDURE

2.6.1 The Technical Bids shall be opened as per opening date & Time notified in the E-tender Notice in the office of the undersigned by the Committee authorized by the competent authority in the presence of such bidders who may wish to be present or their authorized representatives.

2.6.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date and time of opening of the financial bids shall be intimated to the technically qualified bidders through hptender.gov.in.

2.6.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.

2.6.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

2.6.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

2.7. CLARIFICATION ON TECHNICAL BID EVALUATION.

2.7.1 The technical bids shall be evaluated based on the documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

2.7.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

2.7.3 Client also reserves right to seek confirmation/clarification from the issuer agency in respect of the supporting documents submitted by the bidder as per criteria given under clause 2 of Section-2.

2.8. RIGHT OF ACCEPTANCE:

2.8.1 The Registrar, Himachal Pradesh Technical University, Daruhi, Hamirpur reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in this regard shall be final and binding.

2.8.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

- 2.8.3 The competent authority reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 2.8.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, The Registrar, Himachal Pradesh Technical University, Daruhi, Hamirpur reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 2.8.5 The Registrar, Himachal Pradesh Technical University, Daruhi, Hamirpur may terminate the Contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 2.9. **NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE**
- 2.9.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 2.9.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 2.9.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

SECTION-3

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 GENERAL CONDITIONS

1. Minimum validity of the Proposal must be 180 days from the date of its opening.
2. The University reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
3. The University reserves its absolute right to seek any clarifications from the respective Bidder(s).
4. The University will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
5. The products / services offered should strictly conform to the specifications given in the product literature. The models proposed / marked for withdrawal from the market or models under quality testing should not be offered.
6. Equipment offered should be capable of being fully integrated with the existing network of the University immediately on installation.
7. The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the University shall be final, conclusive and binding on the Bidder(s).
8. It is implicit that the Bidder has guaranteed that all the equipment supplied are original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the University.
9. The University is registered with the DSIR for the purpose of availing Custom Duty Exemption and Central excise Duty Exemption in terms of Govt Notification No 51/96-Custom dated Jul 23rd, 1996 and No 10/97-Central Excise dated Mar 1st 1997, so the rates must be quoted without Custom and Excise duties, which if applicable, be quoted separately.

3.2 PURCHASER'S RIGHT TO REJECT ANY / ALL BIDS

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

3.3. BID REJECTION CRITERIA

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

1. Bids which are not substantially responsive to the Request for Proposal Document.
2. Bids not made in compliance with the procedure mentioned in this document or not substantively responsive.
3. Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the University, including any supporting document.
4. Incomplete or conditional bids or bids that do not fulfil all or any of the conditions as specified in this document.
5. Bids without earnest money deposit.
6. The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
7. Material inconsistencies in the information submitted.
8. Misrepresentations in the bid proposal or any supporting documentation.
9. Bid proposal received after the last date and time specified in this document.
10. Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
11. Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.

3.4 BID EVALUATION PROCESS

1. The Bidder must meet all the eligibility criteria mentioned in Section 2.1 and 2.2.
2. The Technical Bids of all the Bidders who meet the eligibility criteria shall be evaluated further for compliance of specifications and other such parameters as may be needed. The decision of the University in this matter shall be final conclusive and binding.
3. The Commercial Bids of all the technically qualified Bidders shall be subjected to financial comparison. It may be noted that the Gross Price and the support charges for all the three years taken together shall be clubbed for the purposes of arriving at the L1 Bidder(s).

3.5 RESPONSIBILITIES OF THE BIDDER(S)

1. The Bidder(s) shall supply, the software as FOR destination i.e , The Registrar, Himachal Pradesh Technical University, Daruhi, Hamirpur H.P. – 177001 and the rates must include all the charges eg packing, forwarding, insurance, freight, commissioning, demonstration etc if any.
2. They shall be required to supply, install, implement, configure and maintain the Matlab and other software components as listed in the Tender as per the requirement and satisfaction of the University.
3. In addition to the toolboxes mentioned in the Tender, the Bidder has to provide the updates & upgrades free of cost and also render necessary technical support during the contract period.

3.6 RESPONSIBILITIES OF THE UNIVERSITY

The University shall provide the required hardware and system to install the Matlab and its components. On day to day basis the officials of the University shall help the engineers deputed by the Bidder for the job in their capacity.

3.7 SCHEDULE OF PAYMENT

1. Initially, the licenses shall be procured by the University for One year. No payment will be made in advance for any supplies under this invitation for bid.
2. 100% payment shall be released within 30 days from the date of successful installation and certification by the Committee and raising of invoice by the Firm.
3. The renewal charges for the subsequent years (i.e. 2nd and 3rd) shall be paid to the Bidder as quoted by them depending upon the requirement of the University and funds availability.

3.8 TIME SCHEDULE

All supplies and installation has to be done within 15 days from the date of confirmed purchase order. The supply shall actually be deemed to have been complete on the actual date of installation / implementation and successful demonstration to the duly constituted committee of the University. The decision of the University in this regard will be final and binding.

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

3.9 RATES

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

3.10 WARRANTY

All the goods and services quoted in response to this Request for Proposal shall have an onsite warranty and support for 1 year from the date of commissioning.

3.11 TAXES AND DUTIES

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

3.12 INSURANCE

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

3.13 INDEMNITY

1. The Bidder(s) shall indemnify the University against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright,

trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.

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

3.14 CONFIDENTIALITY

1. The Bidder shall not, and without the University's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the University in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder shall not without the University's prior written consent, make use of any document or information.
3. Any document other than the contract itself shall remain the property of the University and shall be returned (in all copies) to the University on completion of the Bidder's performance under the contract if so required by the University.

3.17 CONFLICT OF INTEREST

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

3.18 TRAININGS

The Bidder shall be responsible for training the University personnel in the areas of implementation, operations, management, error handling, troubleshooting, system administration and any other related areas. This training can be arranged at the University premises. At least two employees need to be trained by the Bidder who shall be identified by the University and shall comprise of people having different levels of qualifications and responsibilities. The final training schedule shall be decided according to a mutually agreed time table before the work order is finally placed.

3.19 FORCE MAJEURE DURING THE PENDENCY

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

3.20 OTHER CONDITIONS

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

3.21 ARBITRATION

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

3.22 APPLICABLE LAWS & JURISDICTION OF COURTS

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

SECTION-4

SCHEDULE OF WORKS/REQUIREMENTS

Detailed Scope of Work, Specifications & Deliverables

4.1 GENERAL NOTE

- i. The given specifications and scope of work are minimum requirements. Bidders should enclose relevant printed or neatly typed detailed specification sheets of their offerings, which shall also be kept in mind at the time of evaluation of offers. The bidder declared successful (L1) has to ensure the access and delivery of all the components of MATLAB as mentioned below (at Sr. No. 4.2) in the university and its affiliated colleges as per the requirement of the users during the contract period.
- ii. The quantities mentioned herein are notional and shall be used to arrive at L1 Bidder. However, they may vary and shall be paid for by the University as per actual. In case of variations in quantities the rates mentioned by the Bidder in the relevant rate schedule shall apply.

4.2 SCOPE OF WORK

a) 3-Years Subscription to Campus License as per following details:

S. No.	Description of Components	Quantity
1.	MathWorks Campus Wide Suite – Annual Subscription with complete toolbox list as per Annexure-A	1 Lot
2.	THINGSPEAK	10 Units
3	Perpetual Licences for Artificial Intelligence Lab as per Annexure-B	20 Users

b) Installation, On boarding and User Training:

1. MathWorks Campus License for the MATLAB and SIMULINK software must be provided to HPTU, Hamirpur alongwith 90+ tool boxes and Perpetual Licenses Software for Artificial Intelligence.
2. MATLAB, SIMULINK, ThingSpeak software must be provided with all the toolboxes for academic under Original Manufacturer (OM) offering.
3. Installation of all the products purchased should be done by the bidder at the premises of the HPTU, Hamirpur.
4. Training to all the users should be provided by the bidder. The bidder/OEM/OM should provide Training Workshop on online/offline.

c) Maintenance & Support:

1. The bidder should be able to provide immediate onsite support whenever required by HPTU personnel.
2. The bidder should provide helpdesk support for users during 10 – 5 AM during working days (Monday to Saturday).
3. The bidder should provide 24 hours Online/Phone based support for troubleshooting.

d) Delivery and Installation

1. Within 15 days from the date of purchase order.

SECTION - 5

BID PROPOSAL PROFORMAE

5.1 BID COVERING LETTER

To

The Registrar,
Himachal Pradesh Technical University,
Daruhi, Hamirpur H.P.
177001.

Dear Sir,

Supply, Installation, Maintenance and Support of Campus License of MATLAB, SIMULINK, THINGSPEAK (3-Years Subscription) and Perpetual Licences for Artificial Intelligence Lab as per for HPTU and its affiliated Colleges.

1 Terms & Conditions

I / We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Request for Proposal do hereby propose to provide goods and services as specified in the bidding document.

I / We, the undersigned Bidder(s) having submitted the qualifying data as required in your Request for Proposal, do hereby bind ourselves to the conditions of your Request for Proposal. In case any further information/documentary proof in this regard before evaluation of our bid is required, I / We agree to furnish the same on demand to your satisfaction.

2 Rates & Validity

All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 180 days from the date of opening of the bid.

I / We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I / we shall pay the same.

3 Deviations

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

4 Bid Pricing

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

5 Earnest Money

I / We have enclosed the earnest money as required under Section 2.3 of the Request for Proposal Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein. . **This clause is exempted to the OEM.**

6 Declaration

I / We hereby declare that my / our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my / our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation:

Seal

5.2 BID INDEX

S No	Description	Response
1.	Bidder's Proposal Reference No & Date	
2.	Bidder's Name and Address	
3.	Contact Person Designation Telephone Number Fax Number e-mail Address	

Documents to be enclosed with the Technical Bid:

S. N.	Bid Requirement / Criteria	Documents to be Enclosed
1.	Bidder should be an IT/ITES firm/company registered in India under Companies Act 1956, for a minimum of 5 years.	Certificate of Incorporation
2.	The bidder should have valid GST and PAN Nos.	Copy of GST and PAN Nos.
3.	Bidder should either be an OEM (MATHWORKS India Pvt. Ltd. Bangalore) or their only authorised business partner	Copy of MAF
4.	Scanned Copy of proprietary Certificate with stamp and signature and date.	Certificate
5.	Bidder should have prior experience of executing the similar job of providing and installing the Matlab Software in 5 or more reputed Institutions/universities in India. This clause is exempted to the OEM. Partner Bidder has to enclose the list.	Copy of Work Orders
6.	Bidder should have average annual turnover of Rs. 3 Crores and must be profitable during last 3 financial years (FY 2017-18, FY2018-19, FY 2019-20). . This clause is exempted to the OEM.	Audited Financial Statement of the Firm or Certificate duly signed by CA
7.	Bidder should not have been blacklisted by any Central Government / State Government / PSU / Government Bodies / Education Institutions with regards to the works executed by it in the last five years as on last date of submission of the bids.	Undertaking
8.	List of all the tools provided with MATLAB and SIMULINK Software.	Certificate
9.	Deviations from the detailed technical specifications and terms & conditions	Duly signed and stamped copy as per the format
10.	Bill of Material cum Compliance Sheet	Copy to be furnished as per the format
11.	Tender Cost of Rs. 2000/-	Scanned Copy
12.	EMD in favour of Finance Officer, HPTU for Rs. 200,000 /-. However, this clause is exempted to OEM	Scanned Copy

13.	Any other document(s) or proof as requested in the Tender	As per the requirement
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(Signatures & Seal)

DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS

Following are the Deviations and Variations from the detailed specifications given in this Request for Proposal Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the goods and services shall be provided as per the specifications mentioned in the Request for Proposal Document.

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)

Date:

Place:

Name:

Designation:

Seal

DEVIATIONS FROM THE TERMS AND CONDITIONS

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

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)

Date:

Place:

Name:

Designation:

Seal

BILL OF MATERIAL CUM COMPLIANCE SHEET

Following is the exhaustive bill of material with makes and part numbers. Further we abide ourselves by the compliances indicated as per the desired specifications.

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

(Signatures)

Date:

Place:

Name:

Designation:

Seal

Annexure-A

List of toolboxes to be supplied by the Bidder:

The tool boxes must include the following components. Any additions to the list as applicable for academics standard offering must be additionally provided free of cost from time to time by the Bidder during the contract period:

- 1) MATLAB
- 2) Simulink
- 3) 5G Toolbox
- 4) Aerospace Blockset
- 5) Aerospace Toolbox
- 6) Antenna Toolbox
- 7) Audio System Toolbox
- 8) Automated Driving System Toolbox
- 9) Bioinformatics Toolbox
- 10) Communications Toolbox
- 11) Computer Vision System toolbox
- 12) Control System Toolbox
- 13) Curve Fitting Toolbox
- 14) Data Acquisition Toolbox
- 15) Database Toolbox
- 16) Datafeed Toolbox
- 17) Deep Learning Toolbox
- 18) DSP System Toolbox
- 19) Econometrics Toolbox
- 20) Embedded Coder

- 21) Filter Design HDL Coder
- 22) Financial Instrument Toolbox
- 23) Financial Toolbox
- 24) Fixed-Point Designer
- 25) Fuzzy Logic Toolbox
- 26) Global Optimization Toolbox
- 27) GPU Coder
- 28) HDL Coder
- 29) HDL Verifier
- 30) Image Acquisition Toolbox
- 31) Image Processing Toolbox
- 32) Instrument Control Toolbox
- 33) LTE HDL Toolbox
- 34) LTE Toolbox
- 35) Mapping Toolbox
- 36) MATLAB Compiler SDK
- 37) MATLAB Coder
- 38) MATLAB Compiler
- 39) MATLAB Distributed Computing Server- 32 Workers
- 40) MATLAB Report Generator
- 41) Model Predictive Control Toolbox
- 42) Model-Based Calibration Toolbox
- 43) OPC Toolbox
- 44) Optimization Toolbox
- 45) Parallel Computing Toolbox
- 46) Partial Differential Equation Toolbox

- 47) Phased Array System Toolbox
- 48) Polyspace Bug Finder
- 49) Polyspace Code Prover
- 50) Powertrain Blockset
- 51) Predictive Maintenance Blockset
- 52) RF Blockset
- 53) RF Toolbox
- 54) Risk Management Toolbox
- 55) Robotics System Toolbox
- 56) Robust Control Toolbox
- 57) Sensor Fusion and Tracking Toolbox
- 58) Signal Processing Toolbox
- 59) SimBiology
- 60) Simscape Driveline
- 61) Simscape Electrical
- 62) SimEvents
- 63) Simscape Fluids
- 64) Simscape Multibody
- 65) Simscape
- 66) Simulink 3D Animation
- 67) Simulink Check
- 68) Simulink Code Inspector
- 69) Simulink Coder
- 70) Simulink Coverage
- 71) Simulink Control Design
- 72) Simulink Design Optimization

- 73) Simulink Design Verifier
- 74) Simulink Desktop Real-Time
- 75) Simulink PLC Coder
- 76) Simulink Real-Time
- 77) Simulink Report Generator
- 78) Simulink Requirements
- 79) Simulink Test
- 80) Spreadsheet Link
- 81) Stateflow
- 82) Statistics and Machine Learning Toolbox
- 83) Symbolic Math Toolbox
- 84) System Identification Toolbox
- 85) Text Analytics Toolbox
- 86) Trading Toolbox
- 87) Vehicle Dynamics Blockset
- 88) Vehicle Network Toolbox
- 89) Vision HDL Toolbox
- 90) Wavelet Toolbox
- 91) WLAN Toolbox
- 92) Thingspeak

Annexure – B

Perpetual Licences to be provided for Artificial Intelligence Lab

S.No.	Description	Qty.	Unit Price	Taxes	Total Amount
1.	MATLAB (ML)	20			
2.	SIMULINK	20			
3.	CURVE FITTING Toolbox	20			
4.	DEEP Learning Toolbox	20			
5.	Image Processing Toolbox	20			
6.	Reinforcement Learning Toolbox	20			
7.	Statistics and Machine Learning Toolbox	20			
8.	Symbolic Mathematics Toolbox	20			