Himachal Pradesh University, (NAAC Accredited 'A' Grade University)



TENDER DOCUMENT FOR

Supply, Installation & Commissioning of a Solar Tree-Based Agro-Photovoltaic (Agro-PV) System with Al-Enabled Monitoring and Predictive Maintenance for Enhanced Energy Generation and Crop Productivity.

Website: https://www.hpuniv.ac.in

E-Mail: manishnaik@uithpu.ac.in

1.	Work	Supply, Installation & Commissioning of a Solar Tre
		Based Agro-Photovoltaic (Agro-PV) System with A
		Enabled Monitoring and Predictive Maintenance f
		Enhanced Energy Generation and Crop Productivit
2.	Tender Inviting Authority	Principal Investigator of the Project, UIT,
		Himachal Pradesh University
		Summer Hill, Shimla-5
3.	Estimated cost of contract	Rs. 25 Lakhs (Rupees Twenty-Five Lakhs Only)
4.	E—bid Publish Date	22 nd December, 2025 at 3.00 P.M.
	2 bid i dbiisii bate	1111 PGG 1114 7 2025 GE 5100 F 1111
5.	Pre-Bid Meeting	26th December, 2025 on 11:30 P.M. in the Chamb
		of Dr. Manish Kumar, UIT, Himachal Prades
	150	University Summer Hill Shimla-5.
	10	Google meet link-
	1.8	https://meet.google.com/ikr-nhtr-jqd
6.	E—bid submission start	29 th December, 2025 at 2.30 P.M.
7.	Last date and time of submission of bids	12 th January, 2026 up to 5.00 P.M.
8.	Last date and time for	14 th January, 2026 up to 5.00 P.M.
	physical submission of bids	30
9.	How the bids should be	e-Bid on https://hptenders.gov.in
	submitted	
10.	To whom the Tender Cost	Dr. Manish Kumar, Assistant Professor, Room No. 10
	and EMD in original and non-	Department of ECE, UIT, Himachal Prade
	blacklisting of firm on Rs.50/-	University, Summer Hill, Shimla-5
	Stamp duly notarized should	774 9 3
	be submitted to	
11.	Date and time of opening of	
11.		Manish Kumar, UIT, Himachal Pradesh Universi
11.	Date and time of opening of	
11.	Date and time of opening of	Manish Kumar, UIT, Himachal Pradesh Universi Summer Hill Shimla-5.
	Date and time of opening of technical bids	Manish Kumar, UIT, Himachal Pradesh Universions Summer Hill Shimla-5. Rs. 5000/- (Rupees Five thousand only) Tender fee
	Date and time of opening of technical bids Amount of Tender Fee &	15 th January, 2026 at 11.30.A.M. in the chamber of E Manish Kumar, UIT, Himachal Pradesh Universi Summer Hill Shimla-5. Rs. 5000/- (Rupees Five thousand only) Tender fee Rs. 75000 (Rupees Seventy-Five Thousand only) EMD.
	Date and time of opening of technical bids Amount of Tender Fee &	Manish Kumar, UIT, Himachal Pradesh Universi Summer Hill Shimla-5. Rs. 5000/- (Rupees Five thousand only) Tender fee Rs. 75000 (Rupees Seventy-Five Thousand only)

TENDER DOCUMENT

For Supply, Installation & Commissioning of a Solar Tree-Based Agro-Photovoltaic (Agro-PV) System with AI-Enabled Monitoring and Predictive Maintenance for Enhanced Energy Generation and Crop Productivity.

Table of Contents

Section 1 : Notice Inviting Tender

Section 2: Instructions to Bidders

Section 3: Price Schedule

Section 4: General Condition

Section 5: Special Conditions of contract

Section 6: Price Schedule (Financial Bid) to be filled online only)

Section 7: FORMS

Himachal Pradesh University, Gyan Path Summer Hill Shimla-5

NOTICE INVITING TENDER

Himachal Pradesh University (HPU), Shimla, H.P. (a State University established by an Act of State Legislature) invites online bids under e-procurement method on two bid-systems (technical and financial) from the reputed firms for Supply, Installation & Commissioning of a Solar Tree-Based Agro-Photovoltaic (Agro-PV) System with Al-Enabled Monitoring and Predictive Maintenance for Enhanced Energy Generation and Crop Productivity. The document can be downloaded from the Government of H.P., Public Procurement Portal website https://www.hptenders.gov.in, or from the University's-website https://www.hpuniv.ac.in.

The bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions to Bidders) along with scanned copy (ies) of required documents and Demand Draft of Rs. 5000/- (Rupees Five thousand only) and EMD in shape of Fixed Deposit Receipt for Rs. 75,000/- (Rupees Seventy Five Thousand only) drawn/ made in favour of Finance Officer, Himachal Pradesh University, Shimla-5 must be uploaded on Portal https://www.hptenders.gov.in, the e-bid being published on 22nd December, 2025 and the e-bid submission starting from 29th December, 2025, on or before 12th January, 2025 up to 5.00 P.M.

The original documents of Tender Fee & EMD and declaration of non-black list of the firm by any authority in original on Rs. 50/- Non-Judicial stamp paper and other relevant documents must be submitted to the Dr. Manish Kumar, Assistant Professor, Room No. 107, Department of ECE, UIT, Himachal Pradesh University, Summer Hill, Shimla-5 after the pre-bid meeting scheduled on 26th December, 2025, before 14th January, 2025 up to 5.00 P.M. by hand or through post and the technical bid will be opened on 15th January, 2025 at 11.30 A.M.

Sd/-Dr. Manish Kumar

SECTION-2

INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 1. Definition of Parties: In this document, "Client" refers to Himachal Pradesh University (HPU), while "Bidder" or "Contractor" refers to the entity participating in this tender process.
- 2. Scope of Tender: These tender invites online bids for the Supply, Installation, and Commissioning of a Solar Tree-Based Agro-Photovoltaic (Agro-PV) System in accordance with the specifications provided.

3. Bid Submission:

- o Bids must be submitted online through the e-procurement portal.
- o The tender follows a two-bid system—technical and financial.
- o Late submissions beyond the deadline will not be accepted.
- 4. Eligibility: Only registered Solar EPC Contractors, System Integrators, or Technology Firms meeting the eligibility criteria outlined in this document can participate.
- 5. Single Bid Rule: Each bidder can submit only one bid under this tender. Multiple bids from the same entity will lead to disqualification.
- 6. Authorization Requirement: Any person signing the bid on behalf of a bidder must attach a scanned authorization letter or Power of Attorney, proving their authority to represent the firm.
- 7. Conditional Bids: Offers with conditions, deviations from contract terms, or incomplete bids will be rejected.
- 8. Bid Modification & Withdrawal: Bidders can modify or withdraw their bid before the submission deadline without forfeiting the bid security. However, no withdrawal is permitted after the submission deadline.
- 9. Conflict of Interest: A bidder will be disqualified if they have direct or indirect financial stakes in another bidder or share common ownership that can influence bid results.
- 10. Corrigendum & Amendments: HPU reserves the right to amend the tender document or issue clarifications. Any updates will be published on the e-procurement portal only.
- 11. Bid Validity: Bids must remain valid for 180 days from the last date of submission.

- HPU may request an extension for an additional 30 days, which bidders must accept.
- 12. Compliance with Government Regulations: Bidders must adhere to all applicable laws, including taxation, labour laws, and e-procurement policies.

2.2 Tender Fee & Bid Security (Earnest Money Deposit)

- Bid Security & Tender Fee: Each bidder must submit an Earnest Money Deposit (EMD) of ₹75,000/- (Rupees Seventy-Five Thousand Only) and a non-refundable Tender Fee of ₹5,000/- in favour of the Finance Officer, Himachal Pradesh University (HPU).
- 2. Mode of Payment:
 - EMD must be provided through a Fixed Deposit Receipt (FDR) issued by any Nationalized Bank.
 - The Tender Fee should be submitted via Account Payee Demand Draft in favour of Finance Officer, HPU.
 - Scanned copies of both instruments must be uploaded online with the technical bid.
- 3. EMD Exemption: Micro and Small Enterprises (MSEs) and Start-ups recognized by the Government of India may apply for an exemption. Proof of registration under the applicable government schemes (Udyam Registration for Manufacturing/Services in relevant Solar/Electronics category) must be submitted.
- 4. Submission Deadline:
 - The original copies of the EMD and tender fee must be physically submitted to the Dr. Manish Kumar, Assistant Professor, Room No. 107, UIT, HPU, Summerhill, Shimla 171005 before the technical bid opening date.
 - o Failure to submit the required payments on time will result in bid rejection.
- 5. Restrictions on Adjustment: Requests to adjust EMD or tender fee using previously submitted deposits or pending bills with HPU will not be entertained.
- 6. Forfeiture of EMD: The EMD amount will be forfeited in the following cases:
 - o If a bidder withdraws or alters their offer after the bid submission deadline.
 - If the selected bidder fails to submit the required performance security within the specified timeframe.
 - o If the bidder fails to honour their quoted prices or any commitments made

in the tender.

7. Refund of EMD:

- EMD will be refunded to unsuccessful bidders after the final award of the contract.
- o EMD will be returned to successful bidder (L1) only after submission of Performance Bank Guarantee (of ₹1,25,000/-) as per terms and condition of the tender document.

2.3 Minimum Eligibility Criteria

2.3.1 Eligibility Criteria: All bidders must meet the following eligibility requirements:

1. Legal & Financial Requirements

- o The bidder must be a registered System Integrator, Solar EPC Contractor, or Technology Firm duly certified by a competent authority.
- The bidder must be a registered Legal Entity (Company/LLP/Partnership/Proprietorship) with a valid Registration Certificate.
- Certifications: The bidder must possess valid ISO 9001:2015 (Quality Management System) certificate.
- The bidder must be an Income Taxpayer with a valid PAN issued by the Income Tax Department.
- Must possess a valid GST registration certificate.
- o Turnover: The firm's annual turnover must be at least ₹ 35,00,000/- (₹ Thirty-Five Lakhs Only) over the last three financial years to ensure financial stability.
- The bidder must not be blacklisted by any Government Department,
 Autonomous Body, PSU, or University.
- The bidder must not have withdrawn or altered any submitted tender after the due date and must commit to maintaining the bid validity period.

2. Technical & Work Experience Requirements

The bidder must have successfully executed at least three (03) similar

projects (Solar PV, Smart Agriculture, or IoT-based Energy Systems) in the last three years (i.e., 2022-2023, 2023-2024, 2024-2025).

- o Value of Past Work: The bidder must have completed:
 - One similar work of value not less than ₹ 20 Lakhs, OR
 - Two similar works of value not less than ₹ 12.5 Lakhs each, OR
 - Three similar works of value not less than ₹ 10 Lakhs each.
- Technical Infrastructure: The firm should have its own in-house technical team for design and software development.
- ALMM Compliance: The bidder must undertake that Solar PV Modules to be supplied are from the Approved List of Models and Manufacturers (ALMM) as per MNRE guidelines.
- No Subletting: The firm must not sublet the core Design, AI Software Development, or System Integration work to third-party vendors. Civil fabrication may be outsourced to approved vendors but under the direct supervision of the bidder.
- 3. Bid Security & Compliance Requirements
 - o The bidder must submit an Earnest Money Deposit (EMD) of ₹ 75,000/-via Fixed Deposit Receipt (FDR), pledged in Favour of the Finance Officer, HPU.
 - Micro and Small Enterprises (MSEs) registered as Manufacturers or Service Providers in the relevant category may apply for EMD exemption, provided they submit valid Udyam Registration. (Traders are not eligible).
 - o The bidder must submit a notarized affidavit on ₹50 non-judicial stamp paper stating that they are not blacklisted.
- **2.3.2** Documents to be Submitted Bidders must provide the following documents along with their technical bid. If a document is conditional, it is marked as (if applicable).

Legal & Financial Documents:

- Company Registration Certificate (Incorporation/Partnership Deed).
- ISO 9001:2015 Certificate.
- PAN Card issued by the Income Tax Department.

- GST Registration Certificate.
- Audited balance sheets and profit & loss statements for the last three financial years i.e. 2022-2023, 2023-2024, 2024-2025.
- Income Tax returns for the last three financial years i.e. 2022-2023, 2023-2024, 2024-2025.

Experience & Technical Capability Documents:

- Work Orders: Copies of work orders proving execution of similar Solar/IoT projects as per Clause 2.3.1(2).
- Completion Certificates: Satisfactory completion certificates from previous clients (Govt/PSU/Universities preferred).
- Technical Data Sheets: Detailed specifications/brochures of the proposed Solar
 Tree Structure, PV Modules, Inverter, and Al Sensors.
- ALMM Undertaking: Declaration that modules are ALMM approved.

Bid Security & Compliance Documents:

- Earnest Money Deposit (EMD) of ₹75,000/- via FDR (original to be submitted).
- Tender Fee of ₹ 5,000/- via Account Payee Demand Draft (original to be submitted).
- EMD Exemption Certificate (Udyam Registration) if applicable.
- Self-declaration that the firm has not been blacklisted (notarized on ₹50 stamp paper).
- Self-Declaration on company's letter head for non-subletting of core work.
- Bid Cover Letter, signed by an authorized representative.
- Authorization letter or Power of Attorney (if the bid is signed by a representative other than the firm owner).
- Self-declaration regarding bid Validity of 180 days.
- 2.3.3 Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under: (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them, so no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860; (ii) No undisclosed agreement or understanding with other bidders (Cartel Formation) shall be entered

into with respect to prices, certifications etc.; (iii) No payment has been made to any agent/broker or any other intermediary for this bidding; (iv) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

2.3.4 This Request for Proposal (RFP) is issued with no financial commitment and the H.P. University authority reserves the right to change or vary any part thereof or foreclose the procurement process at any stage. The H.P. University authority also reserves the right to disqualify any vendor, if warranted, at any stage.

2.4 <u>Bid Validity Period</u>

- 1. Standard Bid Validity: All submitted bids must remain valid for a minimum period of 180 days from the last date of bid submission. During this period, the bidder must honour all quoted prices and conditions without any modifications.
- 2. Extension of Validity: Himachal Pradesh University (HPU) reserves the right to request an extension of the bid validity period by an additional 30 days, if necessary, without requiring any modification in the bid terms. Bidders must comply with such an extension when requested.
- 3. Restrictions on Withdrawal: Once submitted, bids cannot be withdrawn or modified within the validity period. Any withdrawal or alteration will result in forfeiture of the Earnest Money Deposit (EMD).
- **4.** Price Stability: Bidders must ensure that quoted prices remain unchanged throughout the validity period, except in cases of government-mandated tax revisions.
- **5.** Contract Award Consideration: The validity period allows HPU to thoroughly evaluate bids and finalize the procurement process within the stipulated timeframe.

2.5 Submission of Technical Bid

1. Submission Format: Technical bids must be submitted online through the Government of Himachal Pradesh State Public Procurement (SPPP) Portal in

the prescribed format. Bidders are also required to send the duly signed and stamped copies of technical bid documents along with original FDR as EMD and Demand Draft of Tender Fee to the Dr. Manish Kumar, Assistant Professor, Room No. 107, Department of ECE, UIT, Himachal Pradesh University, Summer Hill, Shimla-5 before the deadline.

- 2. Contents of Technical Bid: The technical bid must contain all required documents as listed under the Documents to be Submitted section (Clause 2.3.2). Any missing or incomplete document may result in bid rejection.
- 3. Mandatory Forms: Bidders must fill and upload the following forms:
 - Technical Bid Submission Letter (Bid Cover Letter) as per Form-1 (printed on company letterhead and signed by an authorized signatory).
 - Completed Compliance Sheet (Annexure-I, II, IV, V, VI & Form C)
 ensuring adherence to eligibility criteria.
 - Scanned copies of all supporting documents required under eligibility conditions.
 - Scanned copies of Tender Fee and Bid Security (EMD) (originals must be submitted separately).
- 4. Submission Deadline: The technical bid must be uploaded before the deadline specified in the tender document.
- 5. Bid Completeness Check: Each technical bid will be reviewed for completeness before proceeding to evaluation. Bidders are advised to double-check all documents before submitting.
- 6. Signature & Verification: Every page of the technical bid, including annexures, must be signed and stamped by the bidder as proof of acceptance of all tender terms and conditions.
- 7. Clarifications & Corrections:
 - If the tender evaluation committee requires additional clarification,
 bidders must respond within the given timeframe.
 - Failure to provide clarifications when requested may lead to disqualification.

2.6 Submission and Evaluation of Financial Bid

2.6.1 Submission Procedure

- 1. Online Submission Only: The Financial Bid must be submitted exclusively online through the e-procurement portal in the prescribed Bill of Quantities (BOQ) format.
- 2. No Physical Submission: Under no circumstances should the financial bid/price be submitted physically or sent via email. Any physical submission of price details will lead to immediate disqualification.
- Confidentiality: Bidders shall strictly refrain from disclosing any financial bid price in the Technical Bid documents (affidavits, brochures, or cover letters). If the price is mentioned anywhere in the Technical Bid, the bid will be summarily rejected.
 - Scope of Quoted Rates: The rates quoted in the BOQ must be comprehensive and inclusive of the following:
- 1. Turnkey Cost: The price must cover the complete Supply, Installation, Testing, and Commissioning (DSITC) of the Solar Tree-Based Agro-PV System.
- Al & Software: The cost must include the development, deployment, and hosting of the Al-Enabled Monitoring Dashboard and integration of all IoT sensors.
- 3. All-Inclusive: Rates must include packing, forwarding, freight/transportation to the construction site, transit insurance, loading/unloading, civil foundation works, and **18 months Comprehensive Warranty**.
- 4. Taxes: The rates quoted must be inclusive of Goods and Services Tax (GST) and any other applicable levies.

2.6.2 Evaluation Criteria (Determination of L1)

- 1. Opening of Bids: The Financial Bids shall be opened only for those bidders who are declared Technically Qualified by the Technical Evaluation Committee.
- 2. L1 Determination: The evaluation will be based on the "Total Grand Total Value" (Turnkey Cost) including GST as calculated in the BOQ.
 - The bidder quoting the lowest total cost for the entire scope of work
 (Solar Tree Hardware + Al Software + Installation + Warranty) will be

- declared as the L-1 Bidder.
- Note: Partial quotes (e.g., quoting only for Solar Structure but not Al System) will be treated as non-responsive and rejected.

2.6.3 Zero Price / Unreasonable Rates

- 1. If a bidder quotes NIL (0.00) charges for any mandatory component, the bid shall be treated as unresponsive and will not be considered.
- 2.6.4 Negotiations: H.P. University reserves the right to negotiate with the L-1 bidder if the rates are found to be unreasonable or higher than the prevailing market rates for similar Solar/IoT works.

2.7 Opening of Technical Bids

- 1. Opening Date & Venue:
 - The technical bids will be opened online through the e-procurement system on the State Public Procurement Portal (SPPP).
 - The opening will take place on the scheduled date and time, as mentioned in the tender document.

2. Bid Opening Process:

- The bids will be opened by the authorized procurement committee in the presence of bidders who wish to attend.
- In case the bid opening date coincides with a government-declared holiday, the bids will be opened on the next working day at the same time and venue.

3. Preliminary Scrutiny:

- The tender evaluation committee will verify basic compliance, including submission of Tender Form Fee & Earnest Money Deposit (EMD).
- o If a bidder has not submitted the required Tender Fee & EMD in the prescribed manner, the bid will be rejected at this stage.

4. Technical Bid Responsiveness Check:

o Bidders who meet the preliminary conditions will be marked as responsive bidders, meaning their bid proceeds to detailed technical

evaluation.

o Non-compliant bids will be disqualified and will not proceed further.

5. Clarifications During Opening:

- No alteration or addition to the bid documents will be permitted after bid opening.
- o If needed, bidders may be asked to provide clarifications on submitted documents, but no new documents can be introduced.

2.8 Technical Bid Evaluation

1. Evaluation Process Overview:

- o The technical bids of all responsive bidders will be thoroughly examined based on the eligibility criteria and submission completeness.
- Any bid missing required documents or failing to meet eligibility conditions will be disqualified.

2. Criteria for Evaluation:

- Bidders must have submitted all mandatory documents listed under the Documents to be Submitted section.
- The tender evaluation committee will review the financial strength, past experience, and technical capability of the bidders.

3. Clarifications & Additional Verification:

- If needed, HPU may request bidders to clarify certain submissions within a defined timeframe.
- The university reserves the right to verify submitted documents with the issuing authorities before finalizing the evaluation.

4. Rejection of Non-Compliant Bids:

- Bids that contain incorrect or fraudulent information will be immediately rejected.
- If a bidder fails to respond to clarification requests, their bid will be deemed non-responsive and disqualified.

5. Finalizing Responsive Bidders:

o Only technically qualified bidders will proceed to the financial bid

opening stage.

2.9 Right of Acceptance

- 1. University's Right to Accept or Reject Bids:
 - Himachal Pradesh University (HPU) reserves the absolute right to accept or reject any bid, even the lowest quoted bid (L1), without assigning any reason.
 - The university also holds the right to cancel the bidding process entirely if deemed necessary.
- 2. No Obligation to Award:
 - Submission of a bid does not guarantee contract award. HPU is not bound to accept the lowest bid or any bid that does not meet its evaluation standards.
- 3. Rejection of Incomplete or Non-Compliant Bids:
 - o Any bid that fails to comply with tender conditions, eligibility requirements, or submission guidelines may be rejected.
 - Bids containing incomplete documentation, false information, or conditional offers will not be considered.
- 4. Discretion of University Authorities:
 - The decision of HPU's procurement committee and competent authority shall be final and binding regarding bid selection and rejection.
 - o HPU reserves the right to negotiate prices, modify contract conditions, or seek clarifications before awarding the tender.
- 5. Contract Cancellation or Re-tendering:
 - If it is found that the lowest bidder's rates are unreasonable, inflated, or non-compliant, HPU may choose to reject the bid and call for a fresh tender process.
 - In case of fraudulent practices or misrepresentation, the university reserves the right to blacklist the bidder and cancel the contract if awarded.

SECTION 3

Price Schedule

Validate	Validate Print Help Item Rate BoQ								
Tender Inviting Authority: Principal Investigator of the Project, UIT, Himachal Pradesh University Summer Hill, Shimla-5									
Name of Work: Supply, Installation & Commissioning of a Solar Tree-Based Agro-Photovoltaic (Agro-PV) System with Al-Enabled Monitoring and Predictive Maintenance for Enhanced Energy Generation and Crop Productivity.									
Contract No:	Contract No: 584-1/2024 HPU(UIT)/ECE								
Name of the Bidder! Bidding Firm!	ne								
	PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER *	TEXT #	NUMBER *	TEXT *	TEXT •	NUMBER #	NUMBER #	NUMBER	NUMBER *	TEXT •
SI. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE of Single Unit In Figures To be entered by the Bidder in Rs. P	GST In Percent To be entered by the Bidder in	GST In Figure	TOTAL AMOUNT for With Taxes for all units	TOTAL AMOUNT In Words
1	2	4	5	12	13	50	51	54	55
	Equipment								
	PYRANOMETER	6.000		INR			0.0000		INR Zero Only
	ANEMOMETER	2.000		INR			0.0000		INR Zero Only
	COMBINER BOX	1.000		INR			0.0000		INR Zero Only
	MODULE TEMPERATURE SENSOR	60.000		INR			0.0000		INR Zero Only
	DATA MONITORING SYSTEM	1.000		INR			0.0000		INR Zero Only
1.06	THERMAL IMAGING CAMERA	1.000		INR			0.0000		INR Zero Only
	ACCESSORIES & CABLES	1.000		INR			0.0000		INR Zero Only
	VP-4 SENSOR	4.000		INR			0.0000		INR Zero Only
	5TM SOIL MOISTURE & TEMPERATURE SENSOR	4.000		INR			0.0000		INR Zero Only
	PHOTON FLUX SENSOR	4.000		INR			0.0000		INR Zero Only
	ACTIVE-OPTICAL SENSORS (NDVI) OR SOIL NPK SENSOR	4.000		INR			0.0000		INR Zero Only
	SOLARINVERTER	6.000		INR			0.0000		INR Zero Only
	SOLAR TREE	6.000		INR			0.0000		INR Zero Only
	PVSyst	1.000	Nos	INR			0.0000		INR Zero Only
Total in Figu	res							0.00	INR Zero Only
Quoted Rate	in Words					INR Zero	Only		

SECTION 4

GENERAL CONDITIONS

4.1 Confidentiality

- **4.1.1** The bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information, or research data related to the University. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of university data/information.
- **4.1.2** If the bidder receives inquiries from any person or outside agencies including Press/Media, the same shall be referred by the bidder to the University immediately on receipt of such queries.

4.2 Payments

- 4.2.1 All payments for the Supply, Installation, and Commissioning of the Solar Tree-Based Agro-PV System shall be made to the successful bidder as per the rates quoted by the Firm in the financial bid/price schedule. The L-1 bidder shall ensure to prepare the bill in favour of The Principal Investigator of the Project, University Institute of Technology (UIT), HPU.
- 4.2.2 Delivery, Installation, Commissioning and Testing timelines The successful bidder shall complete the entire scope of work—including Supply, Installation, Testing, and Commissioning of the Solar Tree-Based Agro-PV System—within a strict timeline of 50 (fifty) Days from the date of issuance of the Work Order. Failing which, a penalty of 0.5 percent of the total contract per day value will be imposed.
- **4.2.3** No price escalation, other than the revision in applicable taxes as notified by the Central & State Government from time to time, shall be entertained by the University.
- **4.2.4** Payment Schedule: 100% of the Total Contract Value shall be released only after:
 - Full delivery of all hardware components (Solar Trees, PV Modules, Inverters, etc.) at the site;

- Successful Installation, Testing, and Commissioning of the complete system including the AI-Enabled Monitoring Dashboard;
- Satisfactory Inspection by the inspection committee and Handover of the operational system to the Principal Investigator; and
- Presentation of Final Bills (in triplicate) to the Principal Investigator of the Project, UIT, Himachal Pradesh University.
- **4.2.5** The University shall make deductions on account of Goods & Services Tax (GSTTDS), Income Tax (TDS), or any other deductions as made applicable by the laws promulgated by the Government of India or the State Government of H.P., from any payments made to the bidder. The Client shall provide a certificate certifying the deductions so made.
- **4.2.6** All payments by the University to the bidder shall be made by means of NEFT/RTGS into the bank account of the bidder.
- **4.2.7** Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the University in favor of the bidder on the basis of the order of award of work.

4.3 <u>Disclaimer</u>

4.4.1 The relatives/near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife, father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

4.5 Termination of Award of Contract

- **4.5.1** The H.P. University may, without prejudice to any other remedy, for breach of contract/order, by written notice of default sent to the firm, terminate the contract/order in whole or part at the risk and cost of the defaulting firm:
 - (a) If the firm fails to execute the supply and installation of the system of desired quality and specifications within the stipulated period(s) (50 Days) as specified in the order or within any extension thereof granted by the H.P. University;

• (b) If the supplier fails to perform any other obligation(s) under the contract/order (e.g., failure to provide AI Dashboard support).

4.6 Governing Laws and Settlement of Dispute

- **4.6.1** This contract shall be governed by the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the courts in **Shimla**.
- 4.6.2 Any claims, disputes, and/or differences (including a dispute regarding the existence, validity, or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the University in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder including any modifications, amendments, and future enactments thereto. The venue for the arbitration will be **Shimla** and the decision of the arbitrator shall be final and binding on both parties.

4.7 Land Border Compliance

- 4.7.1 Any bidder from a country which shares a land border with India will be eligible to bid in this procurement process only if the bidder is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) or any other body as created by Govt. of India/Ministry of Finance, Department of Expenditure, Public Procurement Division New Delhi.
- **4.7.2** Bidder from a country which shares a land border with India for purpose of this bid means:
 - a.) An entity incorporated, established or registered in such a country; or
 - b.) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c.) An entity substantially controlled through entities incorporated, established or registered in such a country; or

- d.) An entity whose beneficial owner is situated in such a country; or
- e.) An Indian (or other) agent of such entity; or
- f.) A natural person who is a citizen of such country; or
- g.) A consortium or joint venture where any member of the consortium or joint venture falls under any above.
- **4.7.3** A certificate of compliance of this Order must be provided by the bidder along with eligibility documents. If the certificate is found false at any stage of the procurement process or afterwards, this would be a ground for **immediate termination** and further legal action in accordance with the law.
- **4.7.4** In respect of the tender, registration as mentioned above should be valid at the time of submission of the bid and at the time of acceptance of the bid.



SECTION 5

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the "Instructions to Bidders" and "General Conditions of Contract" as contained in Sections 2 and 4 respectively.

5.1 <u>Indemnification</u>

- 5.1.1 The contractor shall completely indemnify and keep the University indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the H.P. University.
- 5.1.2 H.P. University shall be vested with the sole discretion to determine damages / losses suffered on account of wrongful act or negligence by the bidder and deduct the same from the dues payable from performance security by way of initiating suitable legal action against the contractor at any point of time.

5.2 Signing of Contract

5.2.1 The Non-disclosure agreement on stamp paper of Rs. 100.00 between successful bidder and the Registrar, HPU will be signed within 10 days after the issuance of Letter of Intent (LOI) at the own cost of the successful bidder.

5.3 Force Majeure obligations of the supplier

5.3.1 In the event of "Force Majeure", as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, the bidder shall notify the HPU of the event of Force Majeure stating inter-alia the anticipated period of Force

Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note: -"Force Majeure" shall mean any event beyond the control of the bidder, which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot terrorist act etc.

5.4: Performance Bank Guarantee

- Requirement: The successful bidder shall be required to furnish a Performance Bank Guarantee (PBG) of Rs. 1,25,000 (Rs. One Lakh Twenty Five Thousand Only). This guarantee shall be submitted within 10 days from the date of the issuance of the Letter of Intent (LOI).
- 2. Form of Guarantee: The PBG shall be in the form of an unconditional and irrevocable FDR or bank guarantee issued by a Nationalized Bank in favour of Finance Officer, Himachal Pradesh University, Summer Hill, Shimla. The guarantee shall be valid for a period of 20 months from the date of satisfactory inspection and handover of operational system to the Principal Investigator, with a claim period of an additional 6 months.
- Purpose: The PBG shall serve as security for the due performance of the contract and shall cover any failure or default in the execution of the contract by the successful bidder.

- 4. **Forfeiture**: In the event of any breach of contract, failure to perform the obligations as per the terms of the contract, or failure to deliver the services/materials within the stipulated time frame, the PBG shall be forfeited in part or in full, as determined by Himachal Pradesh University.
- 5. **Release of Guarantee**: The PBG shall be released after the successful completion of the Performance Bank Guarantee Period, i.e. 20 months from the date of satisfactory inspection and handover of operational system to the Principal Investigator and upon submission of a written request by the contractor, along with a certificate of satisfactory performance from the competent authority at Himachal Pradesh University.
- 6. **Non-Compliance**: Failure to submit the PBG within the stipulated time by the L1 bidder shall result in the cancellation of the contract and forfeiture of the Earnest Money Deposit (EMD).

5.5 Penalty for System Downtime and Service Default

During the Warranty period, the contractor shall ensure an uptime guarantee of **95%** for the entire Solar Agro-PV System (including the Al-Monitoring Dashboard). Penalties for downtime shall be levied as follows:

- Response Time Default: If the contractor fails to attend to a service ticket/complaint within 48 hours of reporting, a penalty of Rs. 1,000/- per day of delay shall be imposed.
- 2. **System Downtime:** If the system (Solar Generation or Al Data Logging) remains non-functional for more than **72 hours** continuously:
 - First Week: A penalty of Rs. 5,000/- per day shall be charged.
 - Subsequent Weeks: A penalty of Rs. 10,000/- per day shall be charged.
- 3. **Maximum Penalty:** The total penalty in a single year shall not exceed **10% of the Total Contract Value**.
- 4. **Termination:** If the system remains non-functional for a continuous period of **45 days**, the University reserves the right to forfeit the Performance Bank Guarantee (PBG) and blacklist the firm for future tenders.

5.6 Negotiation and Bid Cancellation

5.6.1 If the University determines that the rates quoted by the L1 bidder are unreasonable, it reserves the right to initiate negotiations with the L1 bidder to seek a reasonable and justified price. However, if the University finds that the rates quoted remain unjustified despite negotiations, it retains the absolute right to reject the bid of the L1 bidder and cancel the tender process entirely. The decision of the University in this regard shall be final and binding, without any obligation to award the contract to any bidder.

5.6.2 In the event that the L1 bidder refuses or fails to undertake the work, the Earnest Money Deposit (EMD) submitted by the said bidder shall be forfeited. Subsequently, the L2 bidder may be considered for award of the work, subject to their willingness to execute the contract at the same rates as quoted by the L1 bidder.

5.7 Warranty

5.7.1 Comprehensive Onsite Warranty: The entire system, including the Solar Tree structure, PV modules, Inverter, AI-Enabled Monitoring System, Sensors, and all associated accessories, shall be covered under a comprehensive onsite warranty for a period of **18 months** from the date of successful installation, commissioning, and handover of the project.

5.7.2 Scope of Warranty:

- Hardware: The warranty covers all manufacturing defects, material failures, and workmanship errors. The contractor shall repair or replace any defective part or component free of cost at the installation site during the warranty period.
- **Software & Al System:** The contractor shall provide free software updates, bug fixes, patches, and maintenance for the Al-Enabled Monitoring Dashboard and mobile application for the entire warranty period. This includes ensuring cloud connectivity and data storage services without any additional subscription charges.

SECTION 6 PRICE SCHEDULE (FINANCIAL BID)

6.1 Form

- 6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at BOQ.xls only.
- 6.1.2 The rates shall be quoted for the complete Turnkey Solution, covering all components (Solar Tree Structure, PV Modules, Inverter, AI System, and Installation) as specified in the BOQ. Partial quotes for individual components will not be accepted.

6.2 Other Terms

- 6.2.1 The charges quoted by the bidder/firm in the price schedule shall be per item inclusive of GST, other taxes or cess, or any other charges as may be levied by the Central / State Government from time-to-time.
- 6.2.2 In addition to the applicable taxes/cess, the rates quoted by the bidder shall be inclusive of all the charges.
- 6.2.3 No price escalation, other than the revision in applicable taxes as notified by the Central/ State Government from time to time, shall be entertained by the University during the period of contract including the extended period, if any.
- 6.2.4 If a Firm/Company quotes NIL rates/charges, the bid shall be treated as unresponsive and will not be considered.
- 6.2.5 The bidders shall have to ascertain the exact percentage of GST applicable on each of the items while quoting the rates in the financial bid. In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rules of the GST Act vis-a-vis supporting documents provided by the bidders in respect of the claim for the GST. The decision of the competent authority of university shall be final and binding in this regard.

6.2.6 Please note that all prices quoted for the Solar Tree-Based Agro-PV System must be inclusive of all associated costs, including civil foundation works, structural fabrication, module mounting, electrical wiring/cabling, Al sensor integration, transportation, packaging, insurance, and commissioning necessary for the complete delivery and operation of the system as per the tender requirements.

6.3. Price Fall Clause

- 6.3.1. The bidder undertakes that they have not supplied/are not supplying an identical article/equipment to any other government organization, department, or PSU in India at a price lower than the price quoted in the present bid.
- 6.3.2. If during the contract period, the bidder reduces the sale price or sells the same article/equipment to any other entity at a price lower than the one agreed upon in this contract, the price payable for the equipment under this contract will be automatically reduced to match the lower price. The supplier must furnish a certificate to this effect.

<u>Annexure – I</u>

Compliance Sheet

S.N.	Particulars	Submitted (Yes/No)	Page No. in Bid
Α	FEE & EMD		
1.	Tender Fee: Demand Draft of ₹ 5,000/- (Original submitted physically & copy uploaded).		
2.	EMD: FDR of ₹ 75,000/- pledged to Finance Officer, HPU (Original submitted physically & copy uploaded). OR		
	EMD Exemption: Valid Udyam Registration Certificate (for Manufacturers/Service Providers only) along with EMD Declaration (Annexure-IX).		
В	LEGAL & REGISTRATION DOCUMENTS	121	
3.	Company Registration: Certificate of Incorporation / Partnership Deed / Proprietorship Proof.		
4.	ISO Certification: Valid ISO 9001:2015 certificate.	3/	
5.	PAN Card: Copy of PAN card issued by Income Tax Dept.		
6.	GST Registration: Valid GST Certificate.		
С	FINANCIAL DOCUMENTS		
7.	Turnover Certificate: CA Certified Certificate proving Annual Turnover of at least ₹ 35.00 Lakhs for last 3 financial years.		
8.	Audited Balance Sheets & P&L: For FY 2022-23, 2023-24, and 2024-25.		
9.	Income Tax Returns (ITR): For FY 2022-23, 2023-24, and 2024-25.		

D	EXPERIENCE & TECHNICAL CAPABILITY
10.	Manufacturer's Authorization Form (MAF): If applicable (Annexure-III).
11.	Work Orders: Proof of 3 similar projects (Solar PV/IoT/Smart Agro) in last 3 years as per Clause 2.3.1.
12.	Completion Certificates: Satisfactory completion certificates from clients for the above work orders.
13.	Technical Specifications Compliance: Compliance chart for Hardware & Sensors (Annexure-II).
14.	Technical Data Sheets: Brochures/Data Sheets for Solar Tree Structure, PV Modules, Inverter, and AI Sensors.
15.	ALMM Undertaking: Declaration that offered Solar Modules are ALMM approved.
16.	Spares Guarantee: Undertaking for spare parts availability for at least 7 years post-warranty (Annexure-V).
E	UNDERTAKINGS & FORMS
17.	Bid Cover Letter: Duly signed and stamped on letterhead.
18.	Bid Form: Financial Bid Submission Form (Annexure-IV).
19.	Non-Blacklisting Affidavit: Notarized affidavit on ₹ 50/- Non-Judicial Stamp Paper (Annexure-X).
20.	Non-Subletting Declaration: Self-declaration on letterhead regarding non-subletting of core work.
21.	Bid Validity: Declaration of 180 days validity.
22.	Land Border Compliance: Certificate regarding restrictions on procurement from countries sharing land border (Annexure-VI).
23.	Authorization Letter: Power of Attorney/Authorization

	for the signatory (Annexure-VII).
24.	Unconditional Acceptance: Signed copy of the entire tender document (each page).
25.	Declaration regarding Price Fall Clause (Annexure-X)
26.	Declaration regarding Malicious code (Annexure-XI)

Note: All undertakings and self-declarations must be submitted only on the company's official letterhead, duly signed and stamped by an authorized representative.

DECLARATION

- 1. I/We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
- 2. That the firm has carefully read and understood the tender document and agrees with all the terms and conditions of the tender.

(Authorized Signatory)
Full Name and Designation
Official Seal

Annexure-II

Technical Specifications

Sr. No.	ITEM NAME	SPECIFICATIONS
1.	PYRANOMETER	Range: 0 to 1800 W/m2,
		Type: Silicon photodiode
		Output- 0-5V/ 4-20Ma,
		Operating Temperature: -40° to +65° C
		Storage, Temperature Coefficient: + 0.12% per °C
		Reference temperature: 25°C,
	LER ^C	Percent of Reading: ±3% (0° to ±70°), ±10% (±70° to
	(48)	±85°)
2.	ANEMOMETER	Type: 3-Cup Anemometer, Resolution: 0.1 m/s,
	10	Measurement Range: 0.5 to 89 m/s; 1 to 200 mph; 1
	Fr	to 173 knots; 1 to 322 km/h, Starting Threshold: 0.3
	12	m/s, Accuracy: ±3° directional accuracy (±(0.2 m/s +
	E	2% of reading), Response Time: 1-2 s, Output Signal:
	\ E \	Frequency (0-100 Hz proportional to wind speed),
	1 1/20	Operating Temperature: -40 to +60 °C
3.	COMBINER BOX	Input: 2 or better
	1976	Output: 2 or better
		Measurement: AC Voltage, AC Current, AC Power
		etc, System Voltage: Up to 1000 VDC or 1500 VDC,
		Operating Temperature: -10°C to +60°C, Humidity:
		Up to 95% RH, non-condensing, Communication:
		RS-485 / Modbus RTU (Optional)
4.	MODULE TEMPERATURE	Measuring Range: -50 to 200 OC
	SENSOR	Sensors: PT100 RTD
		Probe: Metal Probe 3mm OD, 100mm length,
		Resolution: 0.1°C*,
		Accuracy: ±0.5°C,

5.	DATA MONITORING	Multi-Channel universal input Datalogger
	SYSTEM	No of Channels: 80 or more.
		ADC Resolution: 16bit or more
		Accuracy: 0.1% of FS
		Input Impedance: V>1 M Ω , mA<100 Ω , mV/TC>1 M Ω
		CMRR/NMRR: CMRR> 120 dB NMRR>60 dB at 50Hz
		Memory storage upto 16GB
		Minimum datalogging Interval: 1min
		GSM/WiFi/LAN Based Internet Connectivity
		Cloud Software for Data monitoring and reporting
		Power Supply: 230VAC
6.	THERMAL IMAGING	Thermal Imaging Camera
	CAMERA	Infrared resolution: 120×90
	100	IR frequency band: 7.5~14 μ (long wave)
	10	Frame Rate: 9Hz, Spatial Resolution: 7.6 mrad,
	E	Thermal Sensitivity/NETD: <60 mk, PIP Mode: No,
	臣	T <mark>emperatur</mark> e Range: -20°C to +400°C, Temperature
	E	Accuracy: ±2°C or 2% @ 23°C±5°C, whichever is
	16	greater,
	18	Internal Storage: 14 GB (>50000 images) or more
7.	ACCESSORIES & CABLES	· Cabling required for interconnection
	100	Mounting clamp and nut bolt
		Any other material required for installation
8.	VP-4 SENSOR	Ambient Temperature, Humidity,
		Barometric Pressure and Vapour Pressure
		Sensor,
		Humidity: 0100% RH,
		Temperature: 40°C+85°C,
		Pressure: 3001100 hPa,
		Resolution: 0.1% RH 0.1°C 0.1 hPa,
		Power Supply: 1224VDC,
		Output Signal: Serial RS-485 MODBUS (RTU)

	ETM COLL MOISTURE C	Operating temperature: (000 1000
9.	5TM SOIL MOISTURE &	Operating temperature: -40°C~+60°C
	TEMPERATURE SENSOR	Core chip temperature resistance: 85°C
		Soil moisture parameters:
		· Range 0-100%
		· Resolution 0.1%
		· Accuracy: ±2% within 0-50%, @ (brown soil,
		30%, 25°C) ±3% within 50-100%, @ (brown soil,
		60%, 25°C)
		Output signal: RS485/4-20mA/0-5V/0-10V
10.	PHOTON FLUX SENSOR	Output signal: RS485/4~20mA/0-5V/0-10V
		Working temperature: -30°C~75°C
		Response spectrum: 400nm~700nm
	158	Measuring range: 0~2500µmol/m2·s
	B	Resolution: 1µmol/m2·s
11.	ACTIVE-OPTICAL SENSORS	NPK parameters:
	(NDVI) OR SOIL NPK	Range: 0-1999 mg/kg(mg/L)
	SENSOR E	R <mark>esolut</mark> ion: 1 mg/kg(mg/L)
	IE	P <mark>recisio</mark> n: ±2%FS
	\E	Measurement parameter: Soil volumetric moisture
	1 160	content, soil nitrogen, phosphorus, potassium,
	100	Moisture Range- 0-100%
12.	SOLAR INVERTER	Capacity: 9KW (1.5KW X 6) or as per the design.
		Cooling Method: Natural Convection/ Intelligent
		Redundant Fan Cooling
		Operating Temperature Range: -25℃ to +60℃
		Relative Humidity Range: 0 – 100 %
		Maximum Operational Altitude: 4000m
		Ingress Protection: IP65
		Grid Monitoring: Yes
		Rated Output Power: 9KW
		Connection Phase: Single Phase
		DC Connection: MC4 Connectors

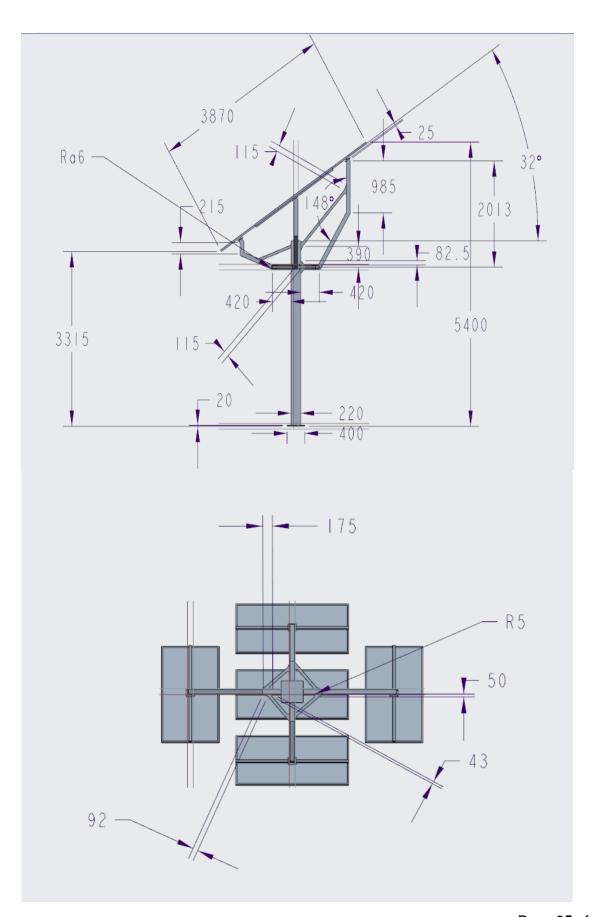
		Topology- High Frequency Isolation
		Grid Frequency Range: 50/60 Hz
		Communication: RS485 Modbus
13.	SOLAR TREE	Number of Trees: 6
		Custom structure as per design
		Module Wattage as per design
		Total capacity of each 1.5KW peak
		Total DC Capacity (peak) (of each tree) : 1.5 kW (1500
		Wp)
		Array Configuration: As per module selection,
		Surface Treatment: Hot-dip galvanised / Powder
		coated
14.	PVSyst	PVSyst 8 (3 years subscription)
	18	Rapid Simulation, Performance Analysis and
	10	Energy yield estimation for system design of Solar
	E.	Agro-PV Plant

- Any additional item or accessory, if required, may be accommodated within
- the tender amount. No additional or advance payment beyond this specified amount shall be admissible for any extra item or accessory under the tender.
- The 2D drawings of the customized Solar Tree are hereby provided below, the minor design modifications may be undertaken as required to suit site-specific field conditions. For any queries or clarifications related to the Solar Tree design, kindly visit Dr. Manish Kumar, Principal Investigator of the Project, Department of ECE, UIT, HPU Shimla, at the University campus on working days from 11 AM to 4 PM.
- All the dimensions in the 2D Drawings are in mm and degree.
- All rights to this design shall remain exclusively with Dr. Manish Kumar,
 Principal Investigator of the Project, Department of ECE, UIT, HPU Shimla,
 and the design shall not be used for commercial, industrial, residential, or any
 other application without prior written authorization.

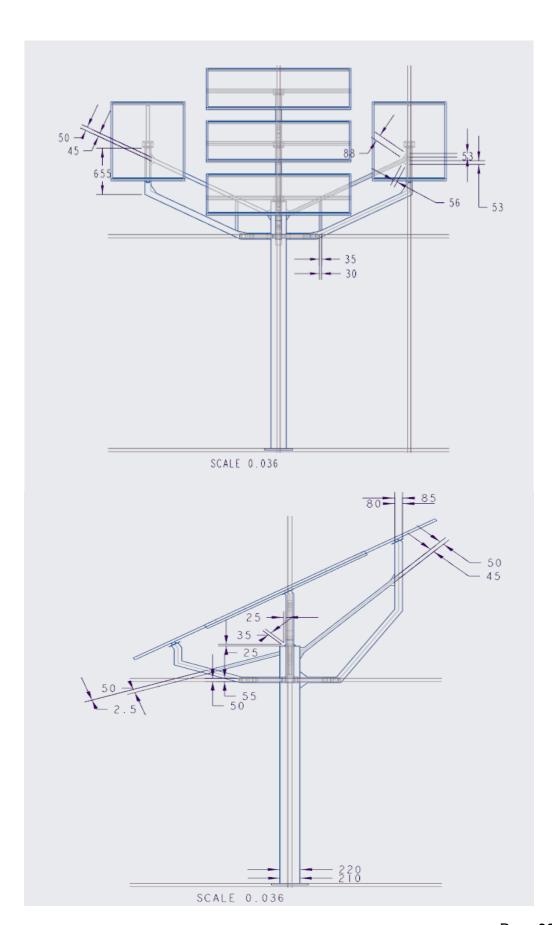
Note: To download and view the 3D Design of Solar Tree, please click on the link below:

Click Here (https://drive.google.com/drive/folders/1-pu9ulAh3qiTy18JSQelRf61AdTv6QbW)





Page **35** of **45**



Page **36** of **45**

Annexure-III

To be enclosed with Technical Bid Proforma for Authority from Manufacturers

Dated:
То
Dr. Manish Kumar, Principal Investigator,
Assistant Professor, Room No. 107, UIT,
Himachal Pradesh University, Shimla-5.
Dear Sir,
We,an established and reputed manufacturers of the control o
Address of the Authorized representative) to represent us, to tender
negotiate and conclude the contract on our behalf with you against Tender no
Signature and seal Name
(Name of Manufacturer)

Annexure-IV

To Be Enclosed with Technical Bid BID FORM

Dated:
То
Dr. Manish Kumar, Principal Investigator,
Assistant Professor, Room No. 107, UIT,
Himachal Pradesh University, Shimla-5.
Sir,
Having examined the Bidding Documents of Tender Noundersigned offer to supply, install, commission, operate maintainand we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract withinweeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing commissioning
Signature and Seal

Authorized Signatory

Annexure-V

To be enclosed with Technical Bid

Proforma of Guarantee for Supply of Spares during and Post Warranty Period

Dated:	•••••
<u> - </u>	

To

Dr. Manish Kumar, Principal Investigator,

Assistant Professor, Room No. 107, UIT,

Himachal Pradesh University, Shimla-5.

Sir,

We, the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than seven (07) years after the warranty period of 18 months.

We further clarify that for the first 18 months i.e. warranty period; we are covered by the warranty clause as mentioned. For the remaining period of seven (07) Years, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

Signature and Seal

Authorized Signatory

ANNEXURE-VI

Certificate from Bidder (To be submitted on company's letter head)

TO WHOMSOEVER IT MAY CONCERN

In compliance with the Ministry of Finance, Department of Expenditure Order (Public Procurement No. 1) dated 23rd July 2020, pertaining to restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, we hereby certify the following:

- 1. We have read and fully understood the clause regarding restrictions on procurement from bidders of countries that share a land border with India.
- 2. We certify that our firm, **[Enter Firm Name]**, is not from such a country.

OR

We certify that our firm, **[Enter Firm Name]**, is from such a country and has been duly registered with the Competent Authority as stipulated in the aforementioned Order. A copy of the valid registration certificate is attached herewith.

(Please strike out whichever clause is not applicable).

- 3. We confirm that we fulfil all requirements in this regard and are eligible to be considered for this procurement.
- 4. We understand and accept that if this declaration is found to be false or misleading, it will constitute a ground for immediate termination of the contract and may result in further legal action in accordance with the law.

Sincerely,

(Signature of the Authorized	
Signatory with Company Stam	၇)
Name:	
Designation:	
Company:	
Address:	

Annexure-VII

To be enclosed with Technical Bid

Authorization for Representative

Dated:				
То				
Dr. Manish Kumar, Principal Investigator,				
Assistant Professor, Room No. 107, UIT,				
Himachal Pradesh University, Shimla-5.				
Sir,				
We, M/s, hereby authorize Mr./Ms.				
, holding the designation of				
in our organization, to represent our company in all matters related to the above-referenced bid.				
He/she is duly authorized to:				
 Sign and submit all bid documents, including forms, annexures, and any subsequent clarifications or correspondence on our behalf. 				
Participate in the pre-bid meetings and bid opening proceedings.				
3. Engage in any negotiations and make commitments on behalf of our company.				
The specimen signature of the authorized representative is attested below for your verification and record.				
Specimen Signature of Authorized Representative:				
(Mr./Ms)				
We hereby undertake that all acts, correspondence, and commitments made by our authorized representative shall be binding on our company.				
This authorization is valid for the entire duration of the bidding process.				
Sincerely,				
(Signature of the Director / Proprietor / Company Secretary with Company Stamp)				
Bid reference No.:				
Name:				
Designation:				
Company Seal:				

ANNEXURE-VIII

FORMAT FOR SUBMISSION OF DECLARATION OF EMD EXEMPTION

10				
Dr. Mani	ish Kumar, Princ	cipal Investigator,		
Assistan	t Professor, Roo	m No. 107, UIT,		
Himach	al Pradesh Unive	ersity, Shimla-5.		
Sir,				
This is	to certify that I	M/S	(nan	ne of the firm)
having regist	ered office at		(address	of the firm)
			gainst the tender N	
	/&		TP 1	
Reason for Exe	emption:		1201	
Neuson for Exc	STIPCOIL		155/	,
••••••	1491-1		اعالما	•••••
••••••••••••	4	4 () A		••••••
	E		15	
	ELECTION OF STATE OF	ले शास्त्रे च की	STOCKET.	

(Authorized Signatory)
Full Name and Designation
Official Seal

ANNEXURE-IX

FORMAT FOR SUBMISSION OF DECLARATION OF NON-BLACKLISTING

(On Rs. 50/- non-judicial stamp paper duly notarized and uploaded on SPPP and original should be submitted as indicated in the tender)

DECLARATION OF NON-BLACKLISTING

То		
	Dr. Manish Kumar, Principal Investigator	
	Assistant Professor, Room No. 107, UIT,	Po
	Himachal Pradesh University, Shimla-5.	
Sir,		ESE
We	(name of th	e firm) having registered office
at	(add <mark>r</mark> es <mark>s o</mark> f t <mark>h</mark> e firm	n) do hereby declare that as on
the tender	publication date (tende <mark>r No</mark>	dt, our firm has not been
blacklisted	by any Govt./PSU/Statutory B <mark>od</mark> ies at any	point of time.
		(Authorized Signatory)
		Full Name and Designation
		Official Seal

ANNEXURE-X

FORMAT FOR ECLARATION FOR PRICE FALL CLAUSE

То

Dr. Manish Kumar, Principal Investigator, Assistant Professor, Room No. 107, UIT, Himachal Pradesh University, Shimla-5.

Sir,

I/We, [Name of Bidder/Company], hereby solemnly undertake the following regarding the supply of the specified equipment under the referenced Tender:

- Prior/Current Pricing (Clause 18.1): We confirm that we have not supplied/are not supplying the identical article/equipment to any other Government Organization, Department, or PSU in India at a price lower than the price quoted in this Bid.
- 2. Price Maintenance During Contract (Clause 18.2): We agree that if, during the Contract Period, we reduce the sale price or sell the same article/equipment to any other entity at a lower price than the one agreed upon in this Contract, the price payable under this Contract will be automatically reduced to match that lower price.
- 3. **Compliance:** Any violation will result in the refund of the differential amount and may lead to penal action.

(Authorized Signatory)
Full Name and Designation
Official Seal

ANNEXURE-XI

(To be rendered on Seller's Letterhead)

То

Dr. Manish Kumar, Principal Investigator, Assistant Professor, Room No. 107, UIT, Himachal Pradesh University, Shimla-5.

Sir,

This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:

- a. Inhibit the desired and designed function of the equipment.
- b. Cause physical damage to the user or equipment during the exploitation.
- c. [Note: The original text was incomplete here, listing (e) next. I recommend checking the source document. Assuming the intent was to cover network issues and data tapping based on the context of (e)]
- d. Cause disruption or denial of service within the networks.
- e. Tap information resident or transient in the equipment/networks.

The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information, or infringements related to Copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Authorized Signatory)
Full Name and Designation
Official Seal